

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF	PAGE
2. CONTRACT (Proc. Inst. Ident.) NO. DE-AC06-04RL14383		3. EFFECTIVE DATE <i>6 Jan 04</i>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 04-RL14383.000	1	132

5. ISSUED BY U.S. Department of Energy Richland Operations Office (RL) PO Box 550, MS A7-80 Richland, Washington 99352	CODE	6. ADMINISTERED BY (If other than Item 5)	CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) AdvanceMed Corporation, A Computer Sciences Corporation Company Civil Group 11710 Plaza America Drive Reston, VA 20190	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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9. DISCOUNT FOR PROMPT PAYMENT	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM
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11. SHIP TO/MARK FOR	CODE	FACILITY CODE	12. PAYMENT WILL BE MADE BY Oak Ridge Financial Services Center-RL 200 Administration Road Oak Ridge, TN 37831	CODE
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) () <input type="checkbox"/> 41 USC 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA 89X0251 YN0100000\$5,000.00 252 RL S139
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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0001	Occupational Health Services Transistion	No Charge			
002A	Occupational Health Services-Base Year 1	1		\$6,658,000	6,658,000.00
002B	Occupational Health Services-Base Year 2	1		\$9,004,000	9,004,000.00
002C	Occupational Health Services-Base Year 3	1		\$9,228,000	9,228,000.00

15G. TOTAL AMOUNT OF CONTRACT	\$ 24,890,000.00
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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	34
X	B	SUPPLIES OR SERVICES AND PRICES/COST	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	19	X	J	LIST OF ATTACHMENTS	28
X	D	PACKAGING AND MARKING	2	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	4	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	17
X	F	DELIVERIES OR PERFORMANCE	4				
X	G	CONTRACT ADMINISTRATION DATA	5				
X	H	SPECIAL CONTRACT REQUIREMENTS	14				
					M	EVALUATION FACTORS FOR AWARD	
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OF							

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Lizabeth T. Thalacker, AdvanceMed Director of Contracts	20A. NAME OF CONTRACTING OFFICER
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19B. NAME OF CONTRACTOR BY <i>Lizabeth T. Thalacker</i> (Signature of person authorized to sign)	19C. DATE SIGNED 01/06/04	20B. UNITED STATES OF AMERICA BY <i>Sally A. Seeracsi</i> (Signature of Contracting Officer)	20C. DATE SIGNED <i>6 Jan 04</i>
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Section B

Supplies or Services and Prices

Table of Contents

<u>Section</u>	<u>Page</u>
B.1 Occupational Medical Services.....	B-2
B.2 DEAR 970.5232-4 Obligation of Funds (Dec 2000).....	B-2
B.3 Estimated Cost and Maximum Award Fee.....	B-4
B.4 Option to Extend the Term of the Contract.....	B-4

B.1 Occupational Medical Services

- a. This is a performance-based, cost reimbursement service contract for the rendering of Occupational Medical Services for the U. S. Department of Energy's Hanford Site. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing in an efficient and effective manner all work set forth in Section C, *Statement of Work*. The scope of work under this contract is comprehensive in that the Contractor is expected to perform all technical, operational and managerial functions necessary to provide the occupational medical services, in accordance with the terms of this contract.
- b. The performance-based outcomes of this contract are broadly set out in the Section C *Statement of Work* and reflect the Department of Energy's minimum needs and expectations for contractor performance. More specific performance standards (i.e., performance expectations and measurement criteria) and the related incentives, will be established annually (or at such other intervals as determined by the Contracting Officer) in the Performance Evaluation and Measurement Plan (PEMP) (see Section H.20). The contractor's performance relative to the PEMP will be considered as a factor in determining whether and to what extent option(s) will be exercised to extend the contract performance period. Contractor performance is also a factor that will directly affect the contractor's past performance report card.

B.2 DEAR 970.5232-4 Obligation of Funds (Dec 2000)

- a. Obligation of funds. The amount presently obligated by the Government with respect to this contract is \$5,000.00. Such amount may be increased unilaterally by DOE by written notice to the contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated collections from others for work and services to be performed under this contract are not included in the amount presently obligated. Such collections, to the extent actually received by the contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract. Nothing in this paragraph is to be construed as authorizing the contractor to exceed limitations stated in financial plans established by DOE and furnished to the contractor from time to time under this contract.
- b. Limitation on payment by the Government. Except as otherwise provided in this contract and except for costs which may be incurred by the contractor pursuant to the Termination clause of this contract or costs of claims allowable under the contract occurring after completion or termination and not released by the contractor at the time of financial settlement of the contract in accordance with the clause entitled "Payments and Advances," payment by the Government under this contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this contract, less the contractor's fee and any negotiated fixed amount. Unless expressly negated in this contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this contract shall be subject to the availability of:
 1. collections accruing to the contractor in connection with the work under this contract and processed and accounted for in accordance with applicable requirements imposed by the

contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract, and

2. other funds which DOE may legally use for such purpose, provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.
- c. Notices-Contractor excused from further performance. The contractor shall notify DOE in writing whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), plus the contractor's best estimate of collections to be received and available during the sixty (60) day period hereinafter specified, is in the contractor's best judgment sufficient to continue contract operations at the programmed rate for only sixty (60) days and to cover the contractor's unpaid fee and any negotiated fixed amounts, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), less the amount of the contractor's fee then earned but not paid and any negotiated fixed amounts, is in the contractor's best judgment sufficient only to liquidate outstanding encumbrances and liabilities on account of costs allowable under this contract, the contractor shall immediately notify DOE and shall make no further encumbrances or expenditures (except to liquidate existing encumbrances and liabilities), and, unless the parties otherwise agree, the contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the Termination clause of this contract.
- d. Financial plans; cost and encumbrance limitations. In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans, such as Approved Funding Programs, or other directives issued to the contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The contractor agrees
 1. to comply with the specific limitations (ceilings) on costs and encumbrances set forth in such plans and directives,
 2. to comply with other requirements of such plans and directives, and
 3. to notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.
- e. Government's right to terminate not affected. The giving of any notice under this clause shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the Termination clause of this contract.

B.3 Estimated Cost and Maximum Award Fee

- a. Pursuant to the FAR Clause 52.216-7, entitled "Allowable Cost and Payment," the total estimated cost of this contract is: (to be completed at award).

Table B-1 Estimated Cost and Maximum Award Fee (in thousands)										
Fiscal Year	FY 2004	FY 2005	FY 2006	FY 2007*	FY 2008*	FY 2009*	FY 2010*	FY 2011*	FY 2012*	FY 2013*
Estimated Cost	\$6,194	\$8,376	\$8,584	\$8,797	\$9,016	\$9,241	\$9,471	\$9,708	\$9,950	\$10,199
Maximum Award Fee	\$465	\$628	\$644	\$660	\$676	\$693	\$710	\$728	\$746	\$765
Total Cost and Maximum Award Fee	\$6,658	\$9,004	\$9,228	\$9,457	\$9,692	\$9,934	\$10,181	\$10,436	\$10,696	\$10,964

* Option year

- b. The performance fee for this contract shall be awarded upon the unilateral determination of the DOE's Fee Determination Official that an award fee has been earned. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the Fee Determination Official's evaluation of the contractor's performance, as measured against the evaluation criteria set forth in the Performance Evaluation and Measurement Plans as described in Section H.20. Award Fee available for each period is as set forth in the Performance Evaluation and Measurement Plan.
- c. If and when it becomes evident that the estimated scope of work under this contract will increase or decrease by fifteen percent (15%) or more, measured in terms of estimated cost, either party to this contract may request a renegotiation of the established fee pool amount(s).
- d. The estimated cost for the Transition Period is \$ NO COST. There will be no fee paid for this transition period.

B.4 Option to Extend the Term of the Contract

This contract may be extended at the unilateral option of the Government by written notice to the Contractor 60 days prior to the expiration date of this contract. Further, the Contractor agrees that the stated fees as set forth in Section B.3, *Estimated Cost and Maximum Award Fee*, above will apply to the Option Period(s). The Option Periods may be exercised at the sole discretion of the Contracting Officer and may be exercised unilaterally for any period(s). No single option period will be for a period of less than one year, nor will a single option period exceed five years.

Section C

Statement of Work

Table of Contents

<u>Section</u>	<u>Page</u>
C.1 Introduction.....	C-3
C.1.a The Hanford Site.....	C-3
C.1.b Occupational Medical Services Program.....	C-4
C.2 Purpose of This Contract.....	C-4
C.3 Desired Outcomes.....	C-4
C.4 Desired Objectives.....	C-4
C.5 Scope.....	C-5
C.5.a Types of Services.....	C-5
C.5.b Accreditation Requirements.....	C-5
C.5.c Resources.....	C-5
C.5.d Location of Performance.....	C-6
C.6 Applicable Documents.....	C-6
C.7 Performance Measurement.....	C-6
C.8 General Performance Requirements.....	C-7
C.8.a Integrated Occupational Medical Program.....	C-7
C.9 Service Area Requirements.....	C-7
C.9.a Medical Monitoring and Qualification Examinations.....	C-7
C.9.b Medical Surveillance.....	C-9
C.9.c Diagnosis and Treatment of Injury or Illness.....	C-9
C.9.d Monitored Care.....	C-11
C.9.e Legacy Health Issues.....	C-11
C.9.f Employee Counseling and Health Promotion.....	C-11

**Table of Contents
(continued)**

<u>Section</u>	<u>Page</u>
C.9.g Occupational Health Process Improvement.....	C-11
C.9.h Records Management.....	C-12
C.9.i Emergency and Disaster Preparedness.....	C-13
C.9.j Health Care Cost Management.....	C-14
C.9.k Field/Facility Visits.....	C-14
C.9.l Case Management.....	C-15
C.9.m Records and Data Extraction.....	C-15
C.9.n Other Occupational Medical Services.....	C-16
C.9.o Reporting.....	C-16
C.9.o.1 Site Medical Director's Annual Report.....	C-16
C.9.o.2 Contractor Quality Assurance Plan.....	C-16
C.9.p Transition Requirements.....	C-17
C.10 Accreditation Requirements.....	C-18
C.11 Glossary.....	C-19
C.11.a Acronyms.....	C-19

C.1 Introduction

a. The Hanford Site:

1. The 586 square-mile Hanford Site, located in southeast Washington State, was established in the 1940s as a plutonium production complex for the Manhattan Project. Throughout Hanford's 50 years of operation, byproducts of plutonium production have accumulated to become this country's largest environmental cleanup project. In 1989, the Department of Energy, the U. S. Environmental Protection Agency, and the Washington State Department of Ecology signed the *Hanford Federal Facility Agreement and Consent Order*, commonly known as the Tri-Party Agreement (TPA), which codifies the DOE's commitment to clean up the Hanford Site. The TPA outlines legally enforceable project milestones for Hanford cleanup over the next several decades.
2. The Hanford Site is managed by two DOE field offices, the Richland Operations Office (RL) and the Office of River Protection (ORP). ORP has responsibility for the River Protection Project (RPP), which includes management of the 177 underground tanks of high- and low-level liquid radioactive waste, and construction of the Waste Treatment and Immobilization Plant (WTP). RL has responsibility for the remainder of the Hanford Site, which includes: cleanup of the river corridor, cleanup and ongoing waste management operations in the central plateau, oversight of the Pacific Northwest National Laboratory, and providing a variety of crosscutting site services [e.g., utilities, security, information technology (IT), fire department, emergency management, occupational medical services, etc.].
3. Approximately 11,000 personnel currently work on or near the Hanford Site. These 11,000 personnel are employed by a diverse group of site prime contractors, numerous site major subcontractors and DOE. Examples of cleanup work scope ongoing on site include the following:
 - facility decontamination, decommissioning and destruction,
 - stabilization and storage of nuclear materials in a variety of forms,
 - processing and storage of radioactive, chemical and/or mixed wastes,
 - soil and groundwater remediation involving a variety of radiological and chemical waste streams.
4. The facility decommissioning and destruction work scope exposes workers to the risk of chemical and radiological hazards as well as construction-related hazards. The stabilization and management of special nuclear materials exposes workers to radiological hazards. Waste management operations also expose workers to the risk of chemical and radiological hazards. The occupational medical program is an integral component of the site safety management system and is critical for maintaining the health and safety of Hanford Site employees. Fitness-for-duty evaluations, first aid services, drug screening, medical qualifications, medical monitoring, emergency medical preparedness planning and job task analyses are just a few examples of the occupational medical services necessary for safe execution of the Hanford Site cleanup mission.
5. In addition, there is an obligation to support epidemiological studies of current and former Hanford employees and implementation of programs such as the Chronic Beryllium Disease Prevention Program (CBDPP) and the Energy Employees Occupational Illness Compensation Program (EEOICP). Furthermore, the Government has a legal obligation to maintain and protect the medical records of current and former

Hanford workers. For these reasons, employment of a professional, occupational medical services provider on-site is essential to the successful accomplishment of the Hanford mission.

b. Occupational Medical Services Program

The mission of the occupational medical program at Hanford is to support site cleanup and other site missions. The Hanford Site occupational medical program shall also support the goals and objectives established in the *Performance Management Plan for the Accelerated Cleanup of the Hanford Site*. The Hanford Site integrated occupational medical program will include both prevention and treatment.

C.2 Purpose of This Contract

- a. This is a cost reimbursement, performance-based services contract for the rendering of occupational medical services at the Hanford Site. This contract reflects the application of performance-based contracting approaches and techniques that emphasize results/outcomes and minimize "how-to" performance descriptions. The Contractor has the responsibility for total performance under this contract, including determining the specific methods for accomplishing the work effort, performing quality control, and assuming accountability for accomplishing the work under the contract.

C.3 Desired Outcomes

- a. The outcomes desired from this occupational medical services contract are as follows:
1. A Hanford Site workforce that is physically and mentally able to accomplish the duties assigned,
 2. Minimization of Hanford Site workforce downtime (time away from duty), taking into consideration the circumstances/characteristics of the individual illness or injury,
 3. A Hanford Site occupational medical program that is cost-effective and of good value to the DOE and the United States taxpayer (comparison of costs versus benefits), and
 4. A Hanford Site occupational medical contractor organization that is customer service oriented and responsive to the needs of DOE and designated Hanford Site contractors.

C.4 Desired Objectives

- a. In support of the Outcomes cited in Section C.3 above, the following contract objectives are established:
1. Provide timely, appropriate and cost-effective tests and examinations, as required in support of the Hanford Site and National Laboratory missions (including outsourced/subcontracted ancillary testing and laboratory work),
 2. Provide timely diagnosis and treatment of injuries or diseases,

3. Provide a medical monitoring program for prior exposures and current potential exposures, with a commensurate action/response program that will be protective of human health and the future well-being of Hanford Site workers,
4. Enhance worker health and wellness,
5. Provide occupational medical service processes and systems that are consistent with an efficient and effective operation,
6. Provide appropriate medical support for emergency preparedness planning, drills, and response to actual emergencies,
7. Conduct data gathering and analyses in support of a long-range role of the Contractor in assuring the protection of employee health and a reduction of agency liability, and
8. Conduct efforts to reduce the incidence of work-related illnesses and injuries.

C.5 Scope

a. Types of Services

The Contractor shall provide the following, but not limited to, types of services:

- Medical Monitoring and Qualification Examinations
- Medical Surveillance
- Diagnosis and Treatment of Injury or Illness
- Monitored Care
- Legacy Health Issues
- Employee Counseling and Health Promotion
- Occupational Health Process Improvement
- Records Management
- Emergency and Disaster Preparedness
- Health Care Cost Management
- Field/Facility Visits
- Case Management
- Records and Data Extraction
- Other Occupational Medical Services
- Reporting
- Supporting transition

b. Accreditation Requirements

The Contractor shall meet the accreditation requirements established in subsection C.10 of this Statement of Work.

c. Resources

1. Contractor-Furnished Resources: The Contractor shall furnish all personnel, facilities, equipment, materials and supplies required to accomplish the work under this contract, except for that specifically identified to be provided by the Government.

2. Government-Furnished Resources: The Government shall furnish the equipment identified in Sections J.2 and J.3.

d. Location of Performance

The primary locations for the performance of the work under this contract are identified in Section F.2. However, some travel (e.g., DOE Headquarters in Washington, DC and other sites in the DOE complex) may be required to accomplish this work scope.

C.6 Applicable Documents

- a. The following is a list of documents invoked or referenced in this Section:
 - Performance Management Plan for the Accelerated Cleanup of the Hanford Site
 - Americans With Disabilities Act of 1990
 - Rehabilitation Act of 1973
 - Substance Abuse and Mental Health Services Administration (SAMHSA),
 - 10 CFR 707, Workplace Substance Abuse Programs and DOE Sites,
 - 49 CFR Parts 40 and 382, U.S. Department of Transportation (DOT) Procedures for Transportation, Workplace Testing Programs
 - 10 CFR 710 Subpart B, "Criteria and Procedures for Establishment of the Personnel Security Assurance Program and Determinations of an Individual's Eligibility for Access to a Personnel Security Assurance Position"
 - The Privacy Act as codified in 10 CFR 1008
 - "Access to Exposure and Medical Records" as codified in 29 CFR 1910.1020 (OSHA Standard)
 - Health Insurance Portability and Accountability Act
 - Energy Employees Occupational Illness Compensation Program Act

C.7 Performance Measurement

- a. The requirements in this statement of work are grouped under Service Areas.
 1. Performance Requirements: The performance requirements of this contract are expressed in terms of a Performance Objective. The Performance Objective is a statement of the outcome or results expected in a specific service area. These objectives are identified in the basic contract for each service area. In addition to Performance Objectives, performance *measures* and performance *expectations* will be established annually, in the Performance Evaluation Management Plan (PEMP), to gauge the degree to which the Contractor has met the performance objectives in specific service areas. Performance *Measures* are those critical few characteristics or aspects of achieving the objective that will be monitored by the Government, those things that the Government will be gathering data about. Each objective may have one or more measures. Performance *Expectations* are the annually established target levels, or range of levels, of performance for each performance measure.
 2. Necessary Conditions: Some requirements are supplemental to or supportive of the accomplishment of the performance requirements. These requirements are identified as Necessary Conditions. These conditions must be satisfied for the Contractor to be eligible for any fee associated with the performance requirements. If any necessary conditions are applicable to all of the service areas, they are identified as *General Necessary Conditions*.

C.8 General Performance Requirements

a. Integrated Occupational Medical Program

1. Performance Objective No. C.8.a.1. - The Contractor shall provide a comprehensive and integrated occupational medical program for DOE, DOE's Site contractors, and others as designated, from time-to-time, in writing by the Contracting Officer or designee, to meet the outcomes and objectives in Sections C.1.c. and C.1.d. above, including the following responsibilities:
 - i. Responsibility for total performance under the contract,
 - ii. Determining the specific methods for accomplishing the work effort,
 - iii. Performing quality control, and
 - iv. Accountability for accomplishing the work under the contract,
2. Performance Objective No. C.8.a.2. - The Contractor shall develop and implement innovative approaches and adopt practices that foster continuous improvement in rendering of occupational medical services at the Hanford Site.
3. Performance Objective No. C.8.a.3. - The Contractor shall produce effective and efficient management structures, systems, and operations that maintain high levels of quality and safety in accomplishing the work required under this contract
4. Performance Objective No. C.8.a.4. - The Contractor shall conduct all work in a manner that optimizes productivity, minimizes waste, and fully complies with all applicable laws, regulations, and terms and conditions of this contract.

Note: In those instances where prudent business judgment and/or standard industry practices indicate compliance with the most stringent requirement is unduly excessive, the Contractor shall provide a written notification and explanation to the Government Contracting Officer and request CO guidance. Where established requirements do not exist, the Contractor shall provide occupational medical services using current best practices in health care and administration. Qualification requirements for professionals providing occupational medical services are provided in Section H.4 *Qualification of Medical Personnel*.

C.9 Service Area Requirements

a. Medical Monitoring and Qualification Examinations

1. Performance Objective No. C.9.a.1. - The Contractor shall perform medical monitoring and qualification examinations in accordance with applicable Federal, State and local laws and regulations, and DOE Directives as set forth in Section J.7. Medical monitoring and qualification examinations will include both initial and periodic examinations.
 - i. The Contractor shall perform the following, but not limited to, types of examinations

- A. Pre-placement evaluations, (including assisting site contractor and DOE management to assure the placement of employees in jobs that can be performed in a safe and efficient manner consistent with the requirements of the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973),
 - B. Medical surveillance examinations and health monitoring examinations, as required by OSHA and other regulatory standards, examinations consistent with current national specialty guidelines for exposure-based services (e.g., those of the American College of Occupational and Environmental Medicine), and examinations that are for specifically-defined legacy issues.
 - C. Qualification examinations, including Occupational Safety and Health Administration (OSHA) required exams and determinations of employee medical qualifications to perform work in environments that may contain chemical, biological, physical (including ionizing radiation) and ergonomic hazards,
 - D. Voluntary periodic examinations (a proactive measure to facilitate the continued health and wellness of employees),
 - E. Work capacity and return-to-work/fitness-for-duty health evaluations, including providing support to site contractor and DOE management in the medical, mental, and substance abuse aspects of personnel reliability (to include psychological assessments, and the performance and provision of services associated with 10 CFR 710 Subpart B, "Criteria and Procedures for Establishment of the Personnel Security Assurance Program and Determinations of an Individual's Eligibility for Access to a Personnel Security Assurance Position".),
 - F. Controlled substances/alcohol testing program in accordance with this statement of work, the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs as administered by the Substance Abuse and Mental Health Services Administration (SAMHSA), 10 CFR 707, Workplace Substance Abuse Programs and DOE Sites, and U.S. Department of Transportation (DOT) 49 CFR Part 382, and 49 CFR Part 40 "Procedures for Transportation, Workplace Testing Programs.", and
 - G. Termination (exit) health evaluations.
2. Necessary Condition No. C.9.a.2. - Each medical examination shall include, but is not limited to, the following:
- i. All medical procedures, medical reports, and processes required for the particular type of medical examination, in accordance with the applicable Federal, State, and local laws and regulations, and DOE Directives,
 - ii. All professional services, laboratory and medical technician services, administrative support, and other services,
 - iii. The documentation of all pertinent medical information, including medical and occupational histories, examination findings, laboratory and procedure results, evaluations and conclusions, and recommendations,

- iv. A medical notification that communicates results of examinations to employer and employee (Note: only the appropriate, work-related information permitted by law will be communicated to the employee's employer/contractor), and
 - v. Disposition and disposal of all medical, biological, and other wastes generated from the medical service.
3. Medical examinations shall be scheduled using either the existing computerized scheduling system, or upon prior approval from DOE, a system of the Contractors' own choosing. The Contractor shall manage and coordinate medical examination scheduling with each of the site contractors and DOE so as to minimize the impact of medical examinations on the work conducted at the Hanford Site.
 4. The controlled substances/alcohol testing program services shall include collection, handling, shipment, analysis, and reporting of analysis results for Personnel Security Assurance Program (PSAP), Testing Designated Positions, Department of Transportation (DOT), DOE Security and Emergency Services (SES) Substance Abuse Monitoring Program, voluntary requests for urinalysis, contractor and DOE Employee Assistance Programs, including contractor Fitness For Duty Programs, and alcohol use and drug testing for random, reasonable suspicion, applicant, and occurrence testing including post-accident requirements in accordance with the criteria cited in section C.9.a.1.i.F.
 5. The hours of operation for examination services shall be coordinated with DOE and the major Site contractors so that a mutually agreed-to schedule is established. If a mutually agreed-to schedule cannot be established, the DOE Contracting Officer shall direct the hours of operation. Such hours shall be compatible with the Site core work schedule(s).
- b. Medical Surveillance
1. Performance Objective No. C.9.b.1. - The Contractor shall:
 - i. Routinely and systematically analyze medical data gathered in the course of performing monitoring and qualification examinations. These data analyses shall be aimed at early identification of patterns of findings, sentinel events, or changes in worker health that may be indicative of trends or weaknesses in worker protection features and programs,
 - ii. On a regular basis, review and analyze data for trends involving individuals as well as groups of employees, by location and by function, and include these reviews in quarterly summary reports to DOE, and
 - iii. Notify the Contracting Officer or designee of all adverse trends as they are identified and include all trending results in the Site Medical Director's Annual Report.
- c. Diagnosis and Treatment of Injury or Illness
1. Performance Objective No. C.9.c.1. - The contractor shall:

- i. Render timely and accessible occupational primary care and first aid to assure early detection, treatment, and rehabilitation of employees who are ill, injured, or otherwise impaired,
- ii. Provide occupational primary care and first aid in the 200 West Health Care Center and the Contractor's main clinic. The purpose is to immediately diagnose and treat minor job-related injury or illness and return the employee to work the same day, or refer the employee for timely and appropriate specialty or follow-up care, and
- iii. Provide occupational and non-occupational injury and/or illness treatment in accordance with the following requirements:

A. Occupational Injury or Illness

- The management of occupational injury or illness shall be in accordance with applicable Federal, State and local laws and regulations and DOE Directives.
- Diagnosis and treatment, or stabilization and referral, of occupational injury or illness shall be prompt with emphasis placed on rehabilitation and return to work at the earliest time compatible with job safety and employee health.
- Contractor will issue all employees with occupational injuries or illnesses written clearance indicating an employee's suitability to return to work.
- The occupational medical staff shall notify the affected individual(s) and immediate supervisor(s) of unhealthy work situations detected during the course of their duties. The Contractor shall also notify the appropriate Hanford Site health and safety groups (health physics, industrial hygiene, or safety) of these situations.

B. Non-occupational Injury or Illness

- Hanford Site workers are encouraged to utilize the services of a private physician or medical facility, where these are available, for care of non-occupational injuries or illnesses (for example, assistance for minor, non-work-related outpatient or chronic conditions such as allergy shots, suture removal, or blood pressure checks) to minimize employees' time away from the job. However, the Contractor shall assist workers who are ill at work. Care should be available for what is judged a short-term, self-limited condition. Such a policy will contribute to containment of medical costs and encourage an atmosphere of trust for workers. The objective is to return the worker to a state of health in the shortest possible time consistent with modern medical therapy. Long-term treatment of non-occupational injury and illness is not considered to be a responsibility of the Contractor.

NOTE: In emergencies, Hanford workers shall be given the necessary care required for stabilization until referral to a private physician or facility can be provided.

d. Monitored Care

1. Monitored care of ill or injured employees by occupational medical physicians is highly desirable, to maximize recovery and safe return to work and to minimize lost time and associated costs. Hanford Site contractor and DOE management have the responsibility to advise the Contractor when an employee has been absent because of an illness or injury for 5 or more consecutive workdays, or has experienced excessive absenteeism.
2. Performance Objective No. C.9.d.2. - The Contractor shall:
 - i. Monitor worker's compensation cases, when appropriate, through appropriate return visits, contractor communication with the DOE-RL third party Workers' Compensation claims processor (the third party claims processor for DOE-RL is CCS Holdings, L.P., as of 03/01/03), and physician-to-physician communication with private physicians where applicable. The goal is to assist the employees in their recovery and to facilitate their return to duty at the earliest practical time. Reasonable accommodations or restrictions may be a part of this rehabilitation process and need to be closely coordinated with the human resources department and line management of site contractors and DOE.
 - ii. Include a work conditioning program(s) as part of the monitored care program to support/expedite fulfillment of fitness-for-duty, work capacity, and qualification requirements.
 - iii. Make medical fitness-for-duty recommendations regarding employees for all conditions that may influence performance or work suitability.

e. Legacy Health Issues

1. Performance Objective No. C.9.e.1. - The Contractor shall implement testing and monitoring programs as needed to manage legacy health issues (e.g., chronic beryllium disease/beryllium sensitivity, asbestosis, silicosis, etc.).

f. Employee Counseling and Health Promotion

1. Performance Objective No. C.9.f.1. - The Contractor shall operate employee counseling and health promotion programs that include:
 - i. Employee Assistance and Wellness Programs,
 - ii. Health and wellness education (e.g., smoking cessation, hearing protection, ergonomics, fitness and diet, etc.), and
 - iii. An immunization program (e.g., influenza immunizations).

g. Occupational Health Process Improvement

1. Necessary Condition No. C.9.g.1. - The Contractor shall:

- i. Assess and implement Hanford Occupational Health Process (HOHP) improvements (e.g., use of technology to improve automation/accessibility/usefulness), and
- ii. Operate, maintain and improve the Employee Job Task Analysis (EJTA) system. The EJTA system is a Hanford-developed software system used to document workers' essential job functions, physical job requirements, medical qualifications, potential exposures, etc.

The EJTA's will be prepared by DOE and the Site contractors and provided to the Contractor for processing in the Risk Management Medical Surveillance (RMMS) system.

- iii. Operate, maintain and improve the RMMS system. The RMMS system is a Hanford-developed software system that analyzes EJTA data and assigns medical monitoring and qualification requirements.
- iv. Confer to DOE all rights of ownership and use of any electronic data management application developed by the Contractor under this contract, including all documentation for the use of the application.

h. Records Management

1. Necessary Condition No. C.9.h.1. - The Contractor shall:

- i. Operate, maintain and improve the existing medical records system,
- ii. Protect the privacy of employees and the confidentiality and physical security of all employee medical records,
- iii. Provide access to employee medical and behavioral health records in a manner consistent with:
 - A. The Privacy Act as codified in 10 CFR 1008, and
 - B. "Access to Exposure and Medical Records" as codified in 29 CFR 1910.1020 (OSHA Standard),
- iv. Provide copies of medical records to other professional medical and behavioral health providers and third-party medical claims processor(s) as appropriate and in a manner consistent with applicable laws and standards (e.g., the Privacy Act, the Health Insurance Portability and Accountability Act),
- v. Operate and maintain a central Work Restriction Registry documenting worker restrictions,
- vi. Provide support for execution of the Energy Employees Occupational Illness Compensation Program Act and other health initiatives pertaining to current and previous Hanford Site employees, and
- vii. Provide support to DOE and contractor management through the collection and analysis, when requested, of employee health data for the purpose of early detection

and prevention of occupational and non-occupational illnesses and injuries, thereby reducing morbidity and mortality.

2. The rendering of occupational medical services includes the requirement that the Contractor update existing medical records with new examination results. A new medical record is created for all individuals receiving care. However, a few specific circumstances may arise for categories of individuals or services where a new medical record is not required (e.g., persons likely to receive a one-time minimal service, such as an influenza vaccine). Before establishing categories of this type, permission must be obtained from the DOE Contracting Officer. In all cases, even when there is no medical record, documentation of all services shall be maintained in a retrievable format. The medical records shall document all histories obtained, all treatment provided, all tests performed, including laboratory and clinic tests, exams, surveillance protocols, and qualification tests. The medical records of the Hanford workforce shall reside on an occupational health information system (currently a government furnished, Oracle-based system).
- i. Emergency and Disaster Preparedness
 1. Performance Objective No. C.9.i.1. - The Contractor shall:
 - i. Provide emergency response support, [e.g., participate in site exercises and drills, participate in site-wide emergency preparedness planning, establish working relationships/memoranda of agreements with other site emergency service providers (e.g., Hanford Fire Department, local Hospital(s), etc.],
 - ii. Support the Hanford Site integrated emergency and disaster preparedness planning. The Site Medical Director is responsible for the management and implementation of the medical portion of the site emergency and disaster plan. The medical portion shall be closely integrated with, and made a part of, the overall site emergency and disaster preparedness plan,
 - iii. Support the integration of community emergency and Hanford Site disaster plans. The occupational medical portion of the site emergency and disaster plan is integrated with surrounding community emergency and disaster plans to the extent consistent with the development of a mutual aid and assistance capability. The Site Medical Director shall advise DOE of the actions needed to manage the integration of Hanford occupational medical emergency and disaster planning with the surrounding communities' plans. Integration with the local hospitals will be required in these activities, and
 - iv. Support emergency and disaster preparedness preplanning and response requirements. The Contractor shall assist DOE to ensure that the medical portion of the site emergency and disaster response capability is adequate to meet the type and severity of accidents and trauma dictated by the character and history of plant operations and conditions, including preplanning and prearrangements for:
 - A. Onsite capabilities for medical aid and triage, which shall include onsite capability for cardiopulmonary resuscitation, cardiac defibrillation and advanced cardiac life support,

- B. Support to DOE in the arrangements for hospital care, which shall include the capability to evaluate and treat injuries resulting from exposure to radiation and/or toxic materials, including internal and external contamination, as appropriate,
- C. Services of medical specialists and consultants,
- D. Medical aid coverage during evacuation operations from facilities and the site, and
- E. Communication with the DOE Emergency Operations Center for the coordination of fire and rescue units, hospitals and hospital teams, and local and State police.

2. Necessary Condition No. C.9.i.2. - The Contractor shall:

- i. Ensure that emergency preparedness and response support are overseen by a licensed physician. In this context, the phrase "overseen by a licensed physician" means that a licensed physician actively participates and has ultimate responsibility for the rendering of the Contractor's emergency preparedness and response support from a Site occupational medical standpoint, and
- ii. Provide services, as required, in the Emergency Operations Center located in the Richland Federal Building, at the local hospitals, in the contractor's main clinic, or at other locations as specified by the Government. In addition to emergencies, this service includes participation in training, drills, and exercises.

j. Health Care Cost Management

1. Necessary Condition No. C.9.j.1. - The Contractor shall:

- i. Provide cost-effective health care recommendations, where available, to DOE and site contractor management. These recommendations shall not be limited to the assigned activities/responsibilities of the Site occupational medical service provider. The Site Medical Director may request information regarding lost-time data, workers' compensation case costs, medical and surgical costs by common diagnosis, and inpatient versus outpatient costs from site contractors and DOE, and
- ii. Provide the Site Medical Director as a resource to site contractor and DOE benefits personnel in managing health care costs and providing advice on the quality and availability of community health care resources.

k. Field/Facility Visits

1. Performance Objective No. C.9.k.1. - The Contractor shall:

- i. Ensure that Occupational Health Examiners (i.e., physicians and physicians' assistants) are familiar with employee job tasks, worksite environments, and existing or potential health hazards. Familiarization shall be accomplished by reviews of employee job task analyses (EJTAs), interviews with workers and supervisors, and by visits to work sites and facilities,

- ii. Ensure that visits, when appropriate, are coordinated with industrial hygiene, health physics, and safety personnel and management, and should include a review of materials, processes, and procedures used with emphasis on chemical, physical (including ionizing radiation), biological and ergonomic hazards. The information obtained from these interviews and visits may form the basis for recommendations to Hanford contractors and/or DOE for corrective actions or preventive measures,
- iii. Ensure that these visits are conducted at least once a month by each Occupational Health Examiner, who shall document the results of the visit on a Report of a Facility/Site Visit Form, and
- iv. Ensure that visiting personnel have L security clearances when visiting facilities that require such clearances.

l. Case Management

- 1. The purpose of case management is to assist employees' return to work after a medical absence.
- 2. Performance Objective No. C.9.1.2. - The Contractor shall:
 - i. Provide case management at the Contractor's main clinic, and
 - ii. Ensure that case management includes the preparation of an electronic daily report of work restrictions sent to the employee's management and safety organization(s).

m. Records and Data Extraction

- 1. From time to time, the Government and other organizations may perform studies of Hanford health data. The instructions regarding the Contractor's participation in these activities may specify the methods and provisions for addressing the privacy issues of the information provided.
- 2. Necessary Condition No. C.9.m.2. - The contractor shall:
 - i. Provide the necessary personnel to search for, extract and print or transfer via electronic media such records as directed by the Contracting Officer, or designee,
 - ii. Ensure that the DOE Contracting Officer (CO) and/or Contracting Officer's Representative (COR) is appraised of any requests received from entities other than DOE-RL, and
 - iii. Take no action without prior authorization from the DOE CO or COR.

n. Other Occupational Medical Services

- 1. On occasion, the Government may require the Contractor to provide additional occupational medical services not otherwise described in this contract. Specific direction will be provided by the DOE CO or designee.

o. Reporting

The following information regarding the Site Medical Director's Annual Report is provided to clarify the reporting requirement cited in Section F.3. Further information regarding the requirements for the Quality Assurance Plan can be found in DOE Order 414.1A, Change 1 (see Section J.7).

1. Site Medical Director's Annual Report

- i. Necessary Condition No. C.9.o.1. - For each fiscal year of the contract, the Contractor shall:
 - A. Prepare and submit a written Site Medical Director's Annual Report assessing the state of worker health.
 - B. Submit the report to the Contracting Officer (CO) no later than January 31st of each year, or as designated by the DOE CO.
 - C. Ensure that the report provides/presents:
 - Information on the relationship of site activities to the health and safety of site personnel,
 - Any trends and an analysis of their effects,
 - Conclusions of the medical surveillance analyses and recommendations to the DOE for improvements in protecting worker safety and health,
 - The results of any special studies directed by the DOE CO, or designee,
 - A description of the analyses, the bases for conclusions, a discussion of the urgency of the recommendations, and
 - An explanation of the benefits to the health and safety of the site workers and the DOE.
 - D. Ensure that the report meets the standards for analyses and report preparation comparable to that required for acceptance by a peer-reviewed medical journal.
 - E. Present the results verbally to the Government at a time specified by the DOE CO after the report has been submitted.

2. Contractor Quality Assurance Plan

- i. Necessary Condition No. C.9.o.2. - The Contractor shall:
 - A. Develop, implement, and submit to DOE for approval a Quality Assurance Plan in accordance with the applicable DOE Directive, as cited in Section J, Paragraph J.7 (List of Applicable Directives).
 - B. Routinely conduct self-assessments and report the results to DOE.

- C. Report the Quality Assurance outcomes and improvement actions taken, to the DOE Program Manager¹ as part of the Site Medical Director's Report.
- D. Ensure that the report includes trending, analyses, a detailed improvement plan where indicated by predetermined thresholds, and assessments of how well the Contractor is meeting performance improvement goals.
- E. Ensure that, in addition to the Contractor's own performance indicators, the following DOE indicators are addressed:
 - Unusual Events: At a minimum the following must be included in the Quality Assurance Plan and reports: needle sticks, blood borne pathogen and body fluid exposures, medication errors, falls within the clinics or adjacent walking and parking areas, all customer complaints, injuries attributable to or associated with care or services, and any event that puts the Government or the Contractor at medical/legal risk. Note: In addition to scheduled reporting, all unusual events shall be brought to the attention of the DOE Program Manager.
 - Customer Satisfaction Surveys: Customer satisfaction surveys must be available to all clients in all major areas that deliver direct services. At a minimum, satisfaction surveys must include: efficiency in scheduling appointments, prompt attention upon arrival, courtesy of staff, explanation of procedures, privacy/confidentiality of the environment, explanation of results, answers to questions, clarity of follow-up actions that the client is to take, helpfulness of education and information provided, and overall satisfaction of services.

p. Transition Requirements

- 1. Necessary Condition No. C.9.p.1. - The Contractor shall:
 - i. Accomplish transition from the existing provider of occupational health services from the time of contract Notice to Proceed with transition, to December 31, 2003. During the transition period, the incumbent contractor will be responsible for delivery of occupational health services,
 - ii. Assume full responsibility for delivery of occupational health services at the end of the transition period,
 - iii. During the transition period, plan and prepare for an orderly transfer of responsibilities and accountability from the incumbent contractor,
 - iv. Implement its proposed Transition Plan, as approved by the Contracting Officer, and
 - v. Ensure that the following activities to be accomplished are included in the Contractor-prepared transition plan:

¹ The DOE Program Manager is the Director, DOE-RL Site Services Division.

- A. Determine staffing needs and make offers to and arrange to transition incumbent employees to the Contractor, as applicable,
- B. Complete all specific milestones identified in the Transition Plan,
- C. Perform a complete inventory of all DOE-owned property for transfer to the Contractor,
- D. Execute any necessary transition agreements with the incumbent contractor; obtain DOE approval before execution by the Contractor,
- E. Submit periodic transition reports as directed by the Contracting Officer,
- F. Prepare and submit the Quality Assurance Plan, and
- G. Establish an accounting/billing system that is acceptable to DOE.

C.10 Accreditation Requirements

a. Necessary Condition No. C.10.a. - The Contractor shall:

- 1. Achieve and maintain accreditation for occupational health services from the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), or the Accreditation Association for Ambulatory Health Care (AAAHC), in accordance with the Contractor's accreditation plan, and
- 2. Achieve such accreditation no later than 24 months after the beginning of the contract performance period.

b. Necessary Condition No. C.10.b. - The Contractor shall:

- 1. Submit to the DOE Program manager all communications to and from the JCAHO or the AAAHC, including but not limited to, all Type I and Type II recommendations, reports, letters and comments from surveyors and other accrediting officials.
- 2. Submit to the DOE Program Manager an action plan with timelines outlining how all Type I (or high priority) recommendations will be corrected with monthly progress reports until all Type I recommendations have been corrected to the satisfaction of the accrediting body and the DOE Program Manager.
- 3. Submit a similar plan (see C.5.b.17.ii.B above) for correcting all Type II (or secondary priority) recommendations with monthly progress reports until the Type II recommendations have been corrected to the satisfaction of the DOE Program Manager.

Note: While Type I recommendations are most critical, and must be addressed as a priority of the program, Type I and Type II recommendations may be addressed concurrently if appropriate.

- 4. Submit all quality indicators submitted to the JCAHO or AAAHC, to the DOE Program Manager.

C.11 Glossary

a. Acronyms

ACRONYM	DEFINITION
AAAH	Accreditation Association for Ambulatory Health Care
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
DOE	Department of Energy
DOT	Department of Transportation
EJTA	Employee Job Task Analysis
HOHP	Hanford Occupational Health Process
JCAHO	Joint Commission on Accreditation of Healthcare Organizations
OSHA	Occupational Safety and Health Administration
PNNL	Pacific Northwest National Laboratory
PSAP	Personnel Security Assurance Program
RL	DOE Richland Operations Office
RMMS	Risk Management Medical Surveillance
SAMHSA	Substance Abuse and mental Health Services Administration
SES	RL Security and Emergency Services

Section D

Packaging and Marking

Table of Contents

<u>Section</u>	<u>Page</u>
D.1 Packaging	D-2
D.2 Marking	D-2

D.1 Packaging

Preservation, packaging, and packing for shipment or mailing of all work delivered under this Contract shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and safe transportation.

D.2 Marking

Each package, report or other deliverable shall be accompanied by a letter or other document that identifies:

- a. the contract by number under which the item is being delivered, and
- b. the deliverable item number or report requirement applicable to the delivered item(s).

Section E

Inspection and Acceptance

Table of Contents

<u>Section</u>	<u>Page</u>
E.1 FAR 52.246-3 Inspection of Supplies--Cost-Reimbursement (May 2001)	E-2
E.2 FAR 52.246-5 Inspection of Services--Cost-Reimbursement (Apr 1984)	E-3
E.3 Inspection	E-4
E.4 Acceptance	E-4

E.1 FAR 52.246-3 Inspection of Supplies--Cost-Reimbursement (May 2001)

a. *Definitions.* As used in this clause:

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of:

1. All or substantially all of the Contractor's business;
2. All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed; or
3. A separate and complete major industrial operation connected with performing this contract.

"Supplies" includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

- b. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- c. The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- d. If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- e. Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.
- f. At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) of this clause, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

- g. 1. If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may:
 - i. By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;
 - ii. Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or
 - iii. Terminate the contract for default.
- 2. Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.
- h. Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the non-conformances are due to:
 - 1. Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - 2. The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- i. This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.
- j. The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.
- k. Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 FAR 52.246-5 Inspection of Services--Cost-Reimbursement (Apr 1984)

- a. Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- b. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- c. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

- d. If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- e. If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

E.3 Inspection

Inspection of all products, reports, or services under this Contract shall be accomplished by the Contracting Officer or designee.

E.4 Acceptance

Acceptance of all work and effort under this Contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer or designee.

Section F

Section F Deliveries or Performance

Table of Contents

<u>Section</u>	<u>Page</u>
F.1 Period of Performance.....	F-2
F.2 Principal Place of Performance.....	F-2
F.3 Reporting Requirements.....	F-2

F.1 Period of Performance

The period of performance (exclusive of the Transition Period) for the work specified in Section C, *Statement of Work*, of this Contract shall commence on March 8, 2004 and continue through September 30, 2006, unless terminated sooner as provided for in other provisions of this contract. The Transition Period shall commence when a written Notice-to-Proceed is issued by the Contracting Officer. The Transition Period shall continue through March 7, 2004.

F.2 Principal Place of Performance

The principal places of performance of this contract shall be the Hanford Site and the Richland, Washington area.

Medical examinations shall be provided in the Richland, Washington area at a single main clinic. The Richland, Washington area is defined as follows: the area bounded on the north by the Hanford Site, on the east by the Columbia River, on the west by the Yakima River, and on the south by Interstate I-182.

In addition to the main clinic in Richland, a satellite clinic shall be maintained at the 200 West Area on the Hanford Site central plateau. The 200 West area clinic will reside in facilities provided by the Government (see floor plan provided in Section J, figure J.3-1)

F.3 Reporting Requirements

The following reports are required from the Contractor. This list is not meant to be all-inclusive and is subject to change at the sole discretion of the Contracting Officer or designee (Section J.7 List of Applicable Directives, may require additional reports). The content, format and distribution list of these reports will be determined by the Contracting Officer or designee.

Routine Reporting Requirements			
Title	Content	Frequency	Recipient
Annual Work Plan	Description of the proposed annual work scope to be accomplished, linked to regulatory or other "drivers" for the work scope, full-time equivalent (FTE) requirements and associated direct and indirect costs, broken-out by work breakdown structure (WBS) element	Annually	Program Office (DOE-RL Site Services Division - SSD), Contracting Officer
Occupational Medicine Program Appraisal	Self-assessment survey instrument for occupational medical program, facilities and professional staff	Annually	Program Office (SSD)

Routine Reporting Requirements			
Title	Content	Frequency	Recipient
Tier II Emergency and Hazardous Chemical Inventory	Contractor chemical inventory is included in the site document compiled by the Project Hanford Management Contractor (PHMC), as required by the Emergency Planning and Community Right-To-know Act 312.	Annually	Regulatory Compliance and Analysis Division (RCA), Asst. Mgr for Planning and Integration (AMI)
Dangerous Waste and Biennial Waste Minimization Report	Report includes shipping information, waste description and category, and recycling credit for RCRA Wastes (compiled by the Project Hanford Management Contractor [PHMC])	Annually, with quarterly input	PHMC, then DOE HQ, EPA and WA Dept of Ecology
Toxic Chemical Release Inventory Report	Report lists release of EPCRA 313 chemical quantities	Annually	PHMC, then DOE HQ, EPA and WA Dept of Ecology
Site Medical Director's Report	A comprehensive, detailed report that identifies trends and analyzes effects, presents conclusions of medical surveillance analyses, and makes recommendations for improvements in protecting worker safety and health	Annually (January 31 st of each yr or as designated by DOE CO)	Program Office (SSD)
Occupational Medical Services Utilization Report	Report that details the numbers and types of clinical and Employee Assistance Program (EAP) services provided, such as walk-ins, exams and immunizations, by job category and contractor employer.	Monthly	Program Office (SSD)
Employee Concerns Report	Information on status of employee concerns program -- cumulative, for the fiscal year	Quarterly	Employee Concerns Program (ECP), Asst. Mgr for Safety and Engineering (AMSE)
Collective Bargaining Agreement	Copy of the Agreement	End of negotiations	Procurement Division (PRO)
Public Voucher (SF-1034)	Incurred costs	Monthly	In accordance with Contract Section G.1, <i>Billing Instructions</i>

Routine Reporting Requirements			
Title	Content	Frequency	Recipient
Billing Rate Variance Report	Variance between estimated and actual rates for services	As required	Financial Management Division (FMD)
Safeguards and Security Monitoring Activity Report	Substance dependence monitoring program and psychological monitoring	Monthly	Security and Emergency Services Division (SES)
Controlled Substances Inventory	Indicates control and protection of Government property	Semiannually	Site Services Division (SSD)
Report of Records Holdings	Identifies volume of active records being maintained by the Contractor	Annually	Site Services Division (SSD)
Records Inventory and Disposal Schedules	Identifies active records and approved schedule for disposition of records	Annually	Site Services Division (SSD)
Report progress on meeting SB/SDB subcontracting goals (SF 294/295)	Reports progress toward Section 3021 ² goals by providing subcontract award data.	Annually	Procurement Division (PRO)
Estimates of Onsite Reconciling Transfers	Identifies work performed for other Hanford Site Contractors.	Quarterly	Financial Management Division (FMD)
Budget Call (UNICALL) data gathering and reporting	Budget formulation for the budget year and outyears.	Annually	Financial Management Division (FMD)
Customer Satisfaction Report	A report that summarizes the results of customer satisfaction surveys from end-users and site contractor management.	Quarterly	Program Office (SSD)

² Section 3021(a) of the Energy Policy Act of 1992 (P.L. 102-486)

Section G

Contract Administration Data

Table of Contents

<u>Section</u>	<u>Page</u>
G.1 Billing Instructions.....	G-2
G.2 RL Property Administration.....	G-3
G.3 Contracting Officer's Representative (COR) Technical Direction - Notification of Changes.....	G-3
G.4 Modification Authority.....	G-5

G.1 Billing Instructions

a. Public Voucher

The Contractor shall submit to the Government a monthly Public Voucher (SF-1034).

Vouchers are to be submitted as follows:

ORIGINAL TO:

Department of Energy
Oak Ridge Financial Service Center
P.O. Box 4307
Oak Ridge, TN 37831

EXPRESS COURIER ADDRESS:

Department of Energy
Oak Ridge Financial Service Center - RL
200 Administration Road
Oak Ridge, TN 37830

Copies are to be submitted as follows:

COPY TO:

Department of Energy
Procurement Division
P.O. Box 550 - MSIN A7-80
Richland, WA 99352

EXPRESS COURIER ADDRESS:

Department of Energy
Procurement Division
825 Jadwin Avenue - MSIN A7-80
Richland, WA 99352

COPY TO:

Department of Energy
Site Services Division
P.O. Box 550 - MSIN A2-15
Richland, WA 99352

EXPRESS COURIER ADDRESS:

Department of Energy
Site Services Division
825 Jadwin Avenue - MSIN A2-15
Richland, WA 99352

COPY TO:

Department of Energy
Financial Management Division
P.O. Box 550 - MSIN A7-88
Richland, WA 99352

EXPRESS COURIER ADDRESS:

Department of Energy
Financial Management Division
825 Jadwin Avenue - MSIN A7-88
Richland, WA 99352

Original and copies of invoices are to be transmitted simultaneously. When appropriate, invoices may be transmitted by Hanford plant mail or hand delivered. Invoices not simultaneously submitted to all addressees may be rejected or have payment delayed. Advance faxed copies will also be provided as specified by the Government.

b. Details of Monthly Billings

1. Public Voucher (form 1034) will list the total costs incurred by cost element segregated into monthly and cumulative costs to date amounts, including fee. In addition, this data shall be furnished in an electronic file as directed by the Contracting Officer.

2. Billing by medical service category

Each Public Voucher will be accompanied by a breakdown showing medical services provided showing total charges using the DOE approved rates. These charges will be divided into categories (by service recipients, or other categories) as directed by the Contracting Officer and provided by an electronic file to meet DOE's needs.

G.2 RL Property Administration

The point of contact for contract administration relating to Government property is as follows:

U. S. Department of Energy
Richland Operations Office
Property Management Officer
Site Services Division
P.O. Box 550, MSIN: A2-15
Richland, WA 99352

G.3 Contracting Officer's Representative (COR) Technical Direction - Notification of Changes

- a. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this Contract.
- b. Performance of the work under this Contract shall be subject to the technical direction of the COR. The COR will be designated in writing by the Contracting Officer. The designation letters will include the COR's authority, responsibility, and limitations; a copy of the designation letter will be provided to the Contractor by the Contracting Officer.

The term "technical direction" is defined to include, without limitation:

1. Directions to the Contractor that redirect the Contract effort (change control), shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual *Statement of Work*, found in Section C;
2. Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description;

3. Review and, where required by the Contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the Contract; and
 4. Performance of technical monitoring, inspection, approval of shop drawings, testing, approval of samples, engineering evaluation, monitoring schedules and deliverables, and other functions not involving a change in the scope, price, or terms or conditions of the Contract.
- c. Technical direction must be within the *Statement of Work* (see Section C) stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:
1. Constitutes an assignment of additional work outside the *Statement of Work* (see Section C);
 2. Constitutes a change, as defined in Contract clause entitled *Changes* (see Section I);
 3. Changes any of the express terms, conditions, or specifications of the Contract; or
 4. Interferes with the Contractor's right to perform the terms and conditions of the Contract.
- d. All technical directions shall be issued in writing by the COR.
- e. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.
- f. If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in paragraphs c.1 through c.4 above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instructions or direction, and shall request that the Contracting Officer modify the Contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:
1. The date, nature, and circumstances of the conduct regarded as a change.
 2. The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct.
 3. The identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct.
 4. In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration.
 5. The particular elements of Contract performance for which the Contractor may seek an equitable adjustment under this clause, including:
 - a. What Contract line items have been or may be affected by the alleged change;

- b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change; and
 - d. What adjustments are estimated to Contract costs, delivery schedule, and other provisions affected by the alleged change.
6. The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer will do one of the following:
- a. Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract and does not constitute a change under the "Changes" clause;
 - b. Inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
 - c. Advise the Contractor that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.
- g. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the statement of Work of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the Contract clause entitled *Disputes*, in Section I, *Contract Clauses*.

G.4 Modification Authority

As stated above and notwithstanding any of the other provisions of this Contract, the Contracting Officer shall be the only individual on behalf of the Government authorized to:

- a. Accept nonconforming work,
- b. Waive any requirement of this Contract, and/or
- c. Modify any term or condition of this Contract.

Section H

Special Contract Requirements

Table of Contents

<u>Section</u>	<u>Page</u>
H.1 Reserved.....	H-3
H.2. Definitions.....	H-3
H.3 Key Personnel Requirements.....	H-3
H.4 Qualification of Medical Personnel.....	H-4
H.5 Use of DOE Property.....	H-6
H.6 Transition Costs.....	H-6
H.7 Recovery of Allowable Relocation Expenses.....	H-6
H.8 Recovery of Allowable Indirect Costs.....	H-6
H.9 Health and Safety.....	H-7
H.10 Required Insurance.....	H-7
H.11 Recognition of Collective Bargaining Unit(s).....	H-8
H.12 Incumbent Employees.....	H-8
H.13 Labor Relations.....	H-9
H.14 Pension Plan.....	H-9
H.15 DOE Mentor-Protégé Program.....	H-10
H.16 Continuity of Insurance Coverage.....	H-10
H.17 Assignment of This Contract.....	H-10
H.18 Audit.....	H-10
H.19 Financial Management.....	H-11
H.20 Total Available Fee: Performance Fee Amount.....	H-11
H.21 Additional Government Furnished Property and Services.....	H-13

Special Contract Requirements

Table of Contents (continued)

<u>Section</u>	<u>Page</u>
H.22 Payment of Fee.....	H-13
H.23 Workers' Compensation.....	H-13
H.24 Subcontracting Plan.....	H-14

H.1 Reserved

H.2 Definitions

- a. **Employee Job Task Analysis.** The analysis performed to systematically identify and evaluate the potential impacts of the chemical, physical, and biological hazards that employees will face in the performance of their jobs, as described in the employee's individual job or position description. This analysis is updated periodically. This analysis serves as the basis for determining whether or not the employee will be enrolled in a medical surveillance and/or qualification program.
- b. **Job Hazard Analysis.** The analysis performed to systematically identify and evaluate the potential impacts of the chemical, physical, and biological hazards that a particular work assignment, work order, project or work package will present to workers assigned to the task(s). The results of the Job Hazard Analysis are compared against the Employee Job Task Analysis for each worker assigned to the job to determine whether additional medical surveillance or personal protection equipment is warranted by the hazards.
- c. **Limited Area.** A security area for the protection of classified matter where guards, security inspectors, or other internal controls can prevent access to classified matter by unauthorized persons.
- d. **Protected Area.** A specifically defined area that is enclosed by physical barriers (e.g. walls or fences), subject to access controls, surrounding a material access area or containing Category II special nuclear material, and which meets the standards of the applicable DOE directive.

H.3 Key Personnel Requirements

- a. Pursuant to the clause in Part II, Section I, paragraph I.13, entitled "Key Personnel" (DEAR 952.215-70), the Contractor's key personnel are as follows:
 1. **Principal Manager³:** The Principal Manager, who has overall management, operating and contracting authority for the Contractor, shall have a minimum of 5 years of previous, recent, management and supervisory experience in a similar position and having managerial/supervisory oversight of the type of work scope described in Section C. In addition, the Principal Manager shall possess a Bachelor's degree in business or health administration from an accredited college or university. A Bachelor's degree in the health administration field is desirable. A Master's degree in business administration or the health management field is also desirable.
 2. **Site Medical Director:** The Site Medical Director, who has responsibility for overseeing the provision of Hanford Occupational Medical services and advising DOE on medical issues, shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) degree; possess a valid, unrestricted license to practice medicine in the State of Washington; be certified in Occupational and Environmental Medicine (OEM), Aerospace Medicine (AM), or Public Health & Preventive Medicine (PM) by the appropriate Medical or Osteopathic Medical certifying board. The director shall have a minimum of 3 years

³ The exact title of this Manager is at the discretion of the Contractor (e.g., CEO, President).

experience in the oversight and management of occupational medical programs similar in complexity and type to the services described in Section C, *Statement of Work*.

3. Clinic Director: the clinic director, who has operational responsibility for the provision of all medical services, shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O) degree, or shall possess a Bachelor's degree in Health Administration. A Master of Business Administration (MBA) degree is desirable. The Director shall have a minimum of 3 years experience in the provision of occupational medical services similar in complexity and type to the services described in Section C, *Statement of Work*.
- b. It having been determined that the employees whose names appear in Section J, or persons approved by the Contracting Officer as persons of substantially equal abilities and qualifications, are necessary for the successful performance of this Contract, the Contractor agrees to assign such employees or persons to the performance of the work under this Contract and shall not reassign or remove any of them without the consent of the Contracting Officer. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under the Contract, the Contractor shall, with the approval of the Contracting Officer, replace such employee with an employee of substantially equal abilities and qualifications.

H.4 Qualification of Medical Personnel

The requirements for medical personnel, other than those listed in Section H.3, *Key Personnel Requirements*, are as follows:

- a. Physicians: physicians shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) degree, and possess a valid, unrestricted license to practice in the State of Washington. Physicians shall have completed an internship or one year of residency in a primary care specialty (e.g., Occupational and Environmental Medicine, Internal Medicine, Family Practice, Emergency Medicine, Aerospace Medicine, Public Health & Preventive Medicine, Physical Medicine and Rehabilitation). The physicians shall have experience in the provision of primary occupational health care and general medical care and successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training. It is highly desirable that physicians be board certified in Occupational and Environmental Medicine. In addition, physicians must be eligible for a DOE Access Authorization.
- b. Physician Assistants: physician assistants shall be licensed in the State of Washington (Revised Code of Washington - RCW, Title 18, Chapter 18.71A applies). The physician assistants shall have clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the American Heart Association (AHA) Basic and Advanced Cardiac Life Support (BLS, ACLS).
- c. Psychologists: psychologists shall hold a doctoral degree from a clinical psychology program that includes a one-year clinical internship approved by the American Psychological Association or an equivalent program; have accumulated a minimum of three years postdoctoral clinical experience with a major emphasis in psychological assessment (test); have a valid unrestricted license to practice clinical psychology in Washington State. In addition, the psychologists must be eligible for a DOE Access Authorization.

- d. Nurse/Nurse Practitioner: nurses and nurse practitioners [i.e., Registered Nurses (RN), Licensed Practical Nurses (LPN), Nurse Practitioners (NP), Advanced Registered Nurse Practitioners (ARNP)] shall be licensed in the State of Washington (RCW, Title 18, Chapter 18.79 applies). They shall have clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the American Heart Association (AHA) Basic and Advanced Cardiac Life Support (BLS, ACLS).
- e. Case Manager: the Case Manager, who has responsibility for providing initial and follow-up care for occupational injuries or illnesses, shall be a currently licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) in the State of Washington. The Case Manager shall be Board eligible in a primary care specialty (e.g., Occupational and Environmental Medicine, Internal Medicine, Family Practice, Emergency Medicine, Physical Medicine and Rehabilitation); with experience in:
1. provision of primary occupational health care, workers' compensation or other health benefits utilization case review and management,
 2. provision of worker placement programs and services in business, industry or military,
 3. provision of independent medical evaluations/second opinion services or certification as an Independent Medical Examiner (CIME), and
 4. design and development of Functional Capacities Evaluations (or objective tests for human skills, strength, stamina and agility).

The Case Manager shall have familiarity with and knowledge of the complex legal environment and requirements of the Civil Rights Act of 1964, Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The case manager shall have successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training.

- f. Substance Abuse/Medical Review Officer: The Substance Abuse/Medical Review Officer, who has responsibility for evaluating employees with substance abuse disorders and making placement recommendations shall be a currently licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) in the State of Washington. This Officer shall have completed an internship or one year of residency in a primary care specialty (Occupational and Environmental Medicine, Internal Medicine, General Practice, Family Practice, Emergency Medicine, or Psychiatry). This Officer shall have experience:
1. in providing primary health care,
 2. in providing primary occupational health care,
 3. as a Medical Review Officer with oversight of substance abuse rehabilitation;

The Substance Abuse/Medical Review Officer function may be performed by any one of the qualified staff physicians and does not have to be a full-time discrete position within the Contractor's organization. The physician filling this position shall have successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training.

H.5 Use of DOE Property

The Contractor may propose the use of Government-owned facilities, equipment and other property on a non-interference basis for private work and private work for other entities. The Contractor agrees to reimburse DOE for such use on a full-cost recovery basis at rates approved by the Contracting Officer.

H.6 Transition Costs

The contractor shall perform the transition of this contract at no cost to the Government.

H.7 Recovery of Allowable Relocation Expenses

A ceiling on relocation expenses in the aggregate amount of \$50,000 for the Medical Director and Principal Manager is established for this contract. Any additional relocation for other contract personnel is an allowable expense to the extent that they are incurred within the funding and negotiated estimated cost of the contract, and with the express written agreement by the Contracting Officer.

H.8 Recovery of Allowable Indirect Costs

The contractor shall not be reimbursed for indirect costs in excess of the aggregated dollars derived from the application of the individual ceiling rates, set forth below, to the appropriate base for their application.

The indirect cost limitation(s) set forth below consider all know costs that will occur during the term of this contract. However, should there be additional changes to items such as statutes, court decisions and/or written rulings or regulations by the Internal Revenue Service or any other taxing authority, or wage determination and/or regulations issued by the Department of Labor pursuant to the provisions of the Service Contract Act of 1965, as amended, that affect the Contractor's indirect costs, the indirect cost limitations below will be subject to adjustment by the Contracting Officer to the extent that such changes cause an increase or decrease in the Contractor's indirect costs.

The Government shall not be obligated to pay any additional amount should the final aggregate indirect costs rates exceed the negotiated ceiling rates, and in the event the final aggregate indirect cost rates are less than the negotiated ceiling rates, the final indirect rates will be used to reimburse indirect costs.

Following are ceiling rates by Government Fiscal Year for the Contractor's Client Site Overhead and general and administration (G&A) rates, which are effective for reimbursement of costs during the contract period.

Client Site Overhead:

FY	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Rate	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30

G&A:

FY	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Rate	16.50	16.50	16.50	16.75	17.00	17.25	17.50	17.75	18.00	18.25

H.9 Health and Safety

- a. The Contractor shall take all reasonable precautions in the performance of the work to protect the safety and health of Hanford Site employees, the public and the environment.
- b. The Contractor shall comply with Hanford requirements for work performed on the Hanford Site, including requirements for activities conducted in areas that may contain chemical, biological, physical, and/or radiological hazards.
- c. Contractor employees that require access to Hanford Site radiologically controlled areas and/or are located at the First Aid Stations on the Hanford Site, may be required to use Hanford Site dosimetry and shall comply with Hanford Site dosimetry requirements. Dosimetry will be provided to these employees at no charge to the Contractor.
- d. The Contractor is responsible for compliance by its employees and subcontractors with the health and safety requirements of this Contract.
- e. Failure by the Contractor to comply with any of the health and safety requirements set forth in this Contract may constitute a material breach of contract.

H.10 Required Insurance

- a. The Contractor shall procure and maintain during the entire period of performance under this Contract the following minimum insurance coverage:
 1. Comprehensive General Liability: \$500,000 per occurrence;
 2. Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage;
 3. Employer's liability coverage: \$100,000 except in states where worker's compensation may not be written by private carriers;
 4. Medical Malpractice: as required to maintain hospital privileges for provision of Emergency Preparedness Support; and
 5. other as required by State Law.
- b. Before commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance

shall not be effective for such period as may be prescribed by the laws of the State in which this Contract is to be performed and in no event less than 30 days after written notice to the Contracting Officer.

- c. The Contractor shall flow down the requirements of this clause to all subcontracts.
- d. Nothing herein shall relieve or limit the liability of the Contractor for losses and damages to person or property in amounts that are at or below the minimum insurance coverage required by this clause.

H.11 Recognition of Collective Bargaining Unit(s)

- a. In the event the contractor becomes a "successor contractor," the contractor and/or its team members agree to recognize and bargain in good faith with the certified collective bargaining agent(s) for the incumbent represented workforce, subject to and in compliance with the National Labor Relations Act requirement with respect to successor contracts.

H.12 Incumbent Employees

- a. In filling employment positions deemed necessary by the Contractor for work under the Contract other than for management positions, the Contractor agrees to provide the right of first refusal in hiring qualified employees (those who are or can, in the judgment of the Contractor, become qualified by the time the work commences) from the workforce of the incumbent contractor. The number and type of positions to be established, the salary/pay rate ranges for all positions, and the terms and conditions of such employment, except as noted below, are at the sole discretion of the Contractor. For purposes of this Contract, management positions are defined as those above the first-line managerial/supervisory level and as those typically responsible for subordinate staff, budget oversight, and/or policy-making decisions.
- b. Employees currently employed by the incumbent contractor, other than management positions, who are offered and accept employment with the Contractor, will be paid base salary/pay rates equivalent to the base salary/pay rates that are then being paid by the incumbent at the time of the offer, if the positions for which they are being hired entail duties and responsibilities substantially equivalent to the positions last held with the incumbent contractor.
- c. The Contractor shall credit the length of service of employees currently employed by the incumbent contractor who are hired for work under the Contract toward the service period required for benefits from the Contractor relating to vacations, sick leave, health insurance, layoff, recall, or other benefits, except pensions. This includes accepting severance pay credits earned by the employees of the incumbent contractor to the extent that the employees have not exercised any severance pay rights with the incumbent contractor. With regard to pension benefits, the Contractor is not required to continue offering the existing Hanford occupational medical contractor pension plan. However, the Contractor shall assure that any plan(s) offered, is in compliance with Section 401(a) and any transition is legally appropriate under the Internal Revenue Code (IRC). If the employee is currently vested in the Hanford occupational medical contractor pension plan, the Contractor shall vest that employee in any offered pension plan. If the employee is currently not vested in the Hanford occupational medical contractor pension plan, the Contractor shall credit the length of service of employees currently employed by the incumbent contractor who are hired for work under the

Contract toward the period required for vesting in any pension plan(s) offered by the Contractor. Granting of such service credits shall not result in duplicate benefits for the same service time.

- d. After operations begin, subsequent vacant positions, other than those covered under paragraph a. above, shall be filled in accordance with the Contractor's normal business practices, subject to any other applicable requirements of this Contract, including Section 3161 of the National Defense Authorization Act for Fiscal Year 1993.

H.13 Labor Relations

- a. The Contractor will respect the rights of employees to 1) organize, form, join, or assist labor organizations; bargain collectively through representatives of the employees' own choosing; and engage in other protected concerted activities for the purpose of collective bargaining; or 2) refrain from such activities.
- b. To the extent required by law, the Contractor shall give notice to any lawfully designated representative of its employees for purposes of collective bargaining and, upon proper request, bargain in good faith, or otherwise satisfy applicable bargaining obligations.
- c. The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding, any labor relations developments at the prime or subcontract level that involve or appear likely to involve:
 1. possible strike situations affecting the facility;
 2. referral to the Energy Labor-Management Relations Panel;
 3. the National Labor Relations Board at any level;
 4. recourse to procedures under the Labor-Management Act of 1947, as amended, or any other Federal or State labor law; or
 5. any grievance that may reasonably be assumed to be arbitrated under a Collective Bargaining Agreement.

H.14 Pension Plan

The Contractor shall assume sponsorship and the responsibility for management and oversight of the existing Hanford occupational medical contractor pension plan, as described in Section J.8. The cost of the contractor's participation and management of the pension plan will be allowable for the purpose of providing retirement benefits to eligible employees in accordance with the terms and conditions of the pension plan. The pension plan must be maintained as a qualified defined benefit pension plan under the regulations of the Internal Revenue Code (IRC). The pension plan and trust documents and any amendments thereto which effect substantive changes or increase costs are subject to the advance, written approval of the Contracting Officer.

H.15 DOE Mentor-Protégé Program

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist small businesses, firms certified under the section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities, and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Using the provisions set forth in DEAR 919.70, the Contractor shall establish a Mentor-Protégé Agreement within six months of the beginning of the contract performance period (excludes the contract transition period). Upon establishment of the Agreement within the first six months of the contract performance period, the Contractor shall Mentor at least one active Protégé company at all times during the remaining performance period of this contract (including option periods, if exercised). Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract.

H.16 Continuity of Insurance Coverage

The Contractor shall provide for continuity of insurance coverage of employees of the incumbent contractors and their predecessors who are absent and receiving payments under the following programs: Long Term Disability, Short Term Disability, and Workers' Compensation, and including any then current COBRA (Consolidated Omnibus Budget Reconciliation Act) participation in a health benefits insurance program. Such insurance coverage shall be provided under the same terms and conditions as provided in existing programs, including the right of management to change those terms and conditions, where applicable.

The Contractor shall provide for continuity of insurance coverages (health, life, other, as applicable) of employees who have retired from the incumbent contractors or their predecessors to the extent currently provided by the incumbents. Such insurance coverage shall be provided under the same terms and conditions as provided in existing programs, including the right of management to change those terms and conditions where applicable.

H.17 Assignment of This Contract

DOE reserves the right to assign this Contract to any Federal agency or onsite contractor for Contract administration. The rights and obligations of the Contractor shall not be adversely affected in any material respect as a result of such assignment. Written notice will be provided to the Contractor if an assignment is made. No claim for additional costs will be considered by reason of any assignment under this provision.

H.18 Audit

The Contractor agrees to conduct an audit and examination, in a manner satisfactory to the DOE Contracting Officer, of the records, operations, expenses, and transactions with respect to the costs claimed to be allowable under this contract. The audit/examination shall be conducted annually and at such other times as may be mutually agreed upon. The results of such audit including the working papers, shall be submitted or made available to the DOE Contracting Officer. This clause does not supersede the Government's right to audit.

H.19 Financial Management

- a. The contractor shall maintain and administer a financial management system that meets DOE needs. The system should: 1) operate a DOE approved billing process that charges cost to the onsite users for the various medical services; 2) provide proper accounting in accordance with Generally Accepted Accounting Principles, and applicable Cost Accounting Standards, except as modified by DOE requirements; 3) provide accurate and reliable financial and statistical data on a timely basis; 4) ensure accountability for all assets; 5) support financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as Budget and Reporting Numbers (B&R), activity data sheet numbers (ADS), and local projects/tasks; and 6) maintain cost control within authorized funding. The Contractor will be requested, periodically, to provide certain functional cost information not normally provided to DOE on a routine basis, but should be otherwise available through query of the Contractor's accounting system.
- b. The Contractor shall submit a plan for DOE approval of any substantive change to the financial management system at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the new system(s) to the existing system(s).

H.20 Total Available Fee: Performance Fee Amount

- a. Total available fee. Total available performance fee, consisting of an incentive fee component for objective performance requirements, or an award fee component for subjective performance requirements, or both, determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances" (Section I).
- b. Determination of Total Available Fee Amount Earned.
 1. The Government shall, at the conclusion of each specified evaluation period, evaluate the contractor's performance of all requirements, including performance based incentives completed during the period, and determine the total available fee amount earned. At the contracting officer's discretion, evaluation of incentivized performance may occur at the scheduled completion of specific incentivized requirements.
 2. For this contract, the Government Fee Determination Official (FDO) will be designated in writing by the DOE Contracting Officer (CO). The contractor agrees that the determination as to the total available fee earned is a unilateral determination made by the Government FDO.
 3. The evaluation of contractor performance shall be in accordance with the Performance Evaluation and Measurement Plan(s) described in subparagraph (c) of this clause unless otherwise set forth in the contract. The Contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. In the event that the contractor's performance is considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document, for any contract requirement, it will be considered by the Government FDO, who may at his/her discretion adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clauses entitled, "Conditional Payment of Fee, Profit, or Incentives" if contained in the contract.

4. Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.
- c. Performance Evaluation and Measurement Plan(s). To the extent not set forth elsewhere in the contract:
 1. The Government shall establish a Performance Evaluation and Measurement Plan(s) upon which the determination of the total available fee amount earned shall be based. The Performance Evaluation and Measurement Plan(s) will address all of the requirements of contract performance specified in the contract directly or by reference. A copy of the Performance Evaluation and Measurement Plan(s) shall be provided to the Contractor:
 - i. prior to the start of an evaluation period if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been mutually agreed to by the parties; or
 - ii. not later than thirty days after the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the contracting officer.
 2. The Performance Evaluation and Measurement Plan(s) will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria should be objective, but may also include subjective criteria. The Plan(s) shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.
 3. The Performance Evaluation and Measurement Plan(s) may, consistent with the contract statement of work, be revised during the period of performance. The contracting officer shall notify the contractor:
 - i. of such unilateral changes at least ninety calendar days prior to the end of the affected evaluation period and at least thirty calendar days prior to the effective date of the change;
 - ii. of such bilateral changes at least sixty calendar days prior to the end of the affected evaluation period; or
 - iii. if such change, whether unilateral or bilateral, is urgent and high priority, at least thirty calendar days prior to the end of the evaluation period.
- d. Schedule for total available fee amount earned determinations. The Government FDO shall issue the final total available fee amount earned determination in accordance with: the schedule set forth in the Performance Evaluation and Measurement Plan(s); or as otherwise set forth in this contract. However, a determination must be made within sixty calendar days after the receipt by the contracting officer of the Contractor's self-assessment, if one is required or permitted by paragraph (e) of this clause, or seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and contracting officer agree. If the contracting officer evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount must be made within seventy calendar days

(or such other time period as mutually agreed to between the contracting officer and the Contractor) after such completion. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of fee earned and be subject to interest if not paid in the succeeding 30-day period.

- e. Contractor self-assessment. Following each evaluation period, the Contractor shall submit a self-assessment within 7 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination.

H-21 Additional Government Furnished Property and Services

In addition to the Government equipment listed in Attachment J-2 in Section J, the Government will also provide to the Contractor all of the Government owned property in the possession of the incumbent medical services contractor on the last day of the transition period. This additional property includes motor vehicles, office furniture, office supplies, telecommunications equipment (includes desk telephones), computer software, medical supplies, pharmaceuticals, and other property incidental to the performance of the required services. The Contractor may utilize the Federal Telecommunications System (FTS), the Hanford Site's local area computer network and associated computer network support, and other similar services for the sole purpose of contract performance.

H-22 Payment of Fee

The Contractor may list the total amount of the unpaid annual performance fee earned on the first monthly voucher after the Government has formally notified the Contractor of the amount earned in accordance with the Performance Evaluation and Measurement Plan. Monthly vouchers may also include an amount based on the portion of the annual performance fee that is anticipated to be earned during the current performance year. The maximum amount to be listed shall be established in writing by the Contracting Officer. The Government may revise or withdraw the authorization for payment of anticipated performance fee at any time at the sole discretion of the Contracting Officer. In the event the performance fee evaluation results in an amount of performance fee earned that is less than the sum of the payments of anticipated performance fee, the Contractor will promptly repay the difference to the Government. Repayment shall be made either by check or by offset against payments of fee or cost otherwise due to the Contractor.

H-23 Workers' Compensation

Pursuant to the Revised Code of Washington (RCW) Title 51, the Department of Energy (DOE), Richland Operations Office (RL) is a group self-insurer for purposes of workers' compensation

coverage. The coverage afforded by the workers' compensation statutes shall, for performance of work under this contract, including work of pre-selected subcontractors, be subject to the following:

- a. The terms of a Memorandum of Understanding (MOU) with the Washington Department of Labor and Industries (L&I) by which, DOE has agreed to perform all functions required of self-insurers in the State of Washington. While this MOU is in effect, the Contractor is not required to pay for workers' compensation coverage or benefits except as otherwise provided below or as directed by the Contracting Officer.
- b. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer for transmittal to the L & I), such payroll records required by the workers' compensation laws of the State of Washington.
- c. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer), for transmittal to the Washington Department of Labor and Industries, the accident reports provided for by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE or the L&I pursuant to the workers' compensation laws of the State of Washington.
- d. The Contractor shall take such action, and only such action, as DOE (or other party as designated by the Contracting Officer) requests in connection with any accident reports, including assistance in the investigation and disposition of any claim there under and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- e. The Contractor shall be responsible for making all payments and submitting all reports required by RCW Title 51, Section 51.32.073.

H.24 Subcontracting Plan

The Contractor's Subcontracting Plan number, dated September 2, 2003, is incorporated in this contract at Section J.6.

Section I

Part II -- Contract Clauses

Table of Contents

<u>Section</u>	<u>Page</u>
I.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998).....	I-3
I.2 FAR 52.215-19 Notification of Ownership Changes (Oct 1997).....	I-6
I.3 FAR 52.217-8 Option to Extend Services (Nov 1999).....	I-7
I.4 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000).....	I-7
I.5 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989).....	I-7
I.6 FAR 52.223-7 Notice of Radioactive Materials (Jan 1997).....	I-7
I.7 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I, Aug 2000).....	I-8
I.8 FAR 52.244-6 Subcontracts for Commercial Items (May 2002).....	I-9
I.9 FAR 52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997).....	I-10
I.10 DEAR 952.202-1 Definitions (Mar 2002).....	I-11
I.11 DEAR 952.203-70 Whistleblower Protection for Contractor Employees (Dec 2000).....	I-13
I.12 DEAR 952.204-76 Conditional Payment of Fee or Profit--Safeguarding Restricted Data and Other Classified Information (Jan 2004).....	I-14
I.13 DEAR 952.215-70 Key Personnel (Dec 2000).....	I-17
I.14 DEAR 952.216-7 Allowable Cost and Payment (Alternate II, Dec 2002).....	I-17
I.15 Reserved.....	I-21
I.16 Reserved.....	I-21
I.17 DEAR 952.227-82 Rights to Proposal Data (Apr 1994).....	I-21
I.18 DEAR 952.245-5 Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (Jan 1986).....	I-21

<u>Section</u>	<u>Page</u>
I.19 DEAR 970.5204-3 Access to and Ownership of Records (Dec 2000).....	I-27
I.20 DEAR 970.5232-2 Payments and Advances (Alternate II, Dec 2000).....	I-29
I.21 DOE AL-2002-02 Lobbying Restrictions (Energy and Water Development and Appropriations Act, 2002).....	I-32
I.22 DOE AL-2002-02 Lobbying Restrictions (Department of the Interior and Related Agencies Appropriations Act, 2002).....	I-32

I.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at one of these addresses:

<http://www.arnet.gov/far/>; or

<http://professionals.pr.doe.gov/ma5/MA->

5Web.nsf/Procurement/Acquisition+Regulation?OpenDocument

a. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

Number	Date	Title
52.203-3	Apr 1984	Gratuities
52.203-5	Apr 1984	Covenant Against Contingent Fees
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government
52.203-7	Jul 1995	Anti-Kickback Procedures
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper
52.207-5	Feb 1995	Option to Purchase Equipment
52.209-6	Jul 1995	Protecting the Government's Interest When Subcontracting with Contactors Debarred, Suspended, or Proposed for Debarment
52.215-2	Jun 1999	Audit and Records -- Negotiation
52.215-8	Oct 1997	Order of Precedence -- Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-11	Oct 1997	Price Reduction for Defective Cost or Pricing Data -- Modifications
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data
52.215-13	Oct 1997	Subcontractor Cost or Pricing Data -- Modifications
52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
52.215-17	Oct 1997	Waiver of Facilities Capital Cost of Money [Note: <i>Applicable if the Contractor did not include facilities capital cost of money as a proposed cost of this contract.</i>]
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications
52.219-8	Oct 2000	Utilization of Small Business Concerns
52.219-9	Jan 2002	Small Business Subcontracting Plan; Alternate II (Oct 2001)
52.219-16	Jan 1999	Liquidated Damages -- Subcontracting Plan

Number	Date	Title
52.219-25	Oct 1999	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting
52.222-1	Feb 1997	Notice to the Government of Labor Disputes
52.222-2	Jul 1990	Payment for Overtime Premiums
52.222-3	Aug 1996	Convict Labor
52.222-4	Sep 2000	Contract Work Hours and Safety Standards Act -- Overtime Compensation
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Apr 2002	Equal Opportunity
52.222-35	Dec 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Dec 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-41	May 1989	Service Contract Act of 1965, As Amended
52.223-3	Jan 1997	Hazardous Material Identification and Material Safety Data (Alternate I, July 1995)
52.223-5	Apr 1998	Pollution Prevention and Right-to-Know Information
52.223-6	May 2001	Drug-Free Workplace
52.223-10	Aug 2000	Waste Reduction Program
52.223-12	May 1995	Refrigeration Equipment and Air Conditioners
52.223-14	Oct 2000	Toxic Chemical Release Reporting
52.224-1	Apr 1984	Privacy Act Notification
52.224-2	Apr 1984	Privacy Act
52.225-1	May 2002	Buy American Act -- Supplies
52.225-13	Jul 2000	Restrictions on Certain Foreign Purchases
52.227-3	Apr 1984	Patent Indemnity
52.227-11	Jun 1997	Patent Rights -- Retention by the Contractor (Short Form) [Note: <i>applicable if the Contractor is a small-business or a non-profit entity</i>]
52.227-12	Jan 1997	Patent Rights -- Retention by the Contractor (Long Form) [Note: <i>applicable if the Contractor is NOT a small- business or non-profit entity</i>]
52.227-13	Jan 1997	Patent Rights -- Acquisition by the Government
52.227-14	Jun 1987	Rights in Data -- General (Alternate II, June 1987; Alternate III, June 1987)
52.227-16	Jun 1987	Additional Data Requirements
52.228-7	Mar 1996	Insurance -- Liability to Third Persons
52.230-2	Apr 1998	Cost Accounting Standards
52.230-3	Apr 1998	Disclosure and Consistency of Cost Accounting Practices [Note: <i>applicable if Contractor certifies it is eligible for and elects to use modified CAS coverage</i>]
52.230-5	Apr 1998	Cost Accounting Standards -- Educational Institution [Note: <i>applicable if Contractor is an educational institution</i>]
52.230-6	Nov 1999	Administration of Cost Accounting Standards
52.232-9	Apr 1984	Limitation on Withholding of Payments

Number	Date	Title
52.232-17	Jun 1996	Interest
52.232-18	Apr 1984	Availability of Funds
52.232-20	Apr 1984	Limitation of Cost
52.232-22	Apr 1984	Limitation of Funds
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Feb 2002	Prompt Payment (Alternate I, February 2002)
52.232-33	May 1999	Payment by Electronic Funds Transfer -- Central Contractor Registration
52.233-1	Jul 2002	Disputes (Alternate I, December 1991)
52.233-3	Aug 1996	Protest after Award (Alternate I, June 1985)
52.237-2	Apr 1984	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Jan 1991	Continuity of Services
52.237-7	Jan 1997	Indemnification and Medical Liability Insurance
52.239-1	Aug 1996	Privacy or Security Safeguards
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	May 2001	Penalties for Unallowable Costs
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-10	Apr 1984	F.O.B Origin -- Government Bills of Lading or Prepaid Postage
52.242-13	Jul 1995	Bankruptcy
52.242-15	Aug 1989	Stop-Work Order (Alternate I, April 1984)
52.243-2	Aug 1987	Changes -- Cost Reimbursement (Alternate II, April 1984)
52.244-2	Aug 1998	Subcontracts (Alternate II, August 1998)
52.244-5	Dec 1996	Competition in Subcontracting
52.245-1	Apr 1984	Property Records
52.245-19	Apr 1984	Government Property Furnished "As Is"
52.246-25	Feb 1997	Limitation of Liability -- Services
52.247-1	Apr 1984	Commercial Bill of Lading Notations
52.247-63	Jan 1997	Preference for U.S.-Flag Air Carriers
52.248-1	Feb 2000	Value Engineering
52.249-6	Sep 1996	Termination (Cost Reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.251-1	Apr 1984	Government Supply Sources
52.251-2	Jan 1991	Interagency Fleet Management System Vehicles and Related Services
52.253-1	Jan 1991	Computer Generated Forms

b. Department of Energy Acquisition Regulation (48 CFR Chapter 9) clauses:

Number	Date	Title
952.203-70	Dec 2000	Whistleblower Protection for Contractor Employees
952.204-2	May 2002	Security
952.204-70	Sep 1997	Classification/Declassification
952.204-71	Apr 1994	Sensitive Foreign Nations Controls
952.204-75	Dec 2000	Public Affairs
952.208-70	Apr 1984	Printing
952.217-70	Apr 1984	Acquisition of Real Property
952.223-72	Apr 1984	Nuclear Protection and Nuclear Criticality

Number	Date	Title
952.223-75	Apr 1984	Preservation of Individual Occupational Radiation Exposure Records
952.224-70	Apr 1994	Paperwork Reduction Act
952.226-74	Jun 1997	Displaced Employee Hiring Preference
952.227-9	Feb 1995	Refund of Royalties
952.242-70	Dec 2000	Technical Direction
952.247-70	Dec 2000	Foreign Travel
952.251-70	Dec 2000	Contractor Employee Travel Discounts
970.5204-2	Dec 2000	Laws, Regulations, and DOE Directives
970.5215-3	Dec 2000	Conditional Payment of Fee, Profit, or Incentives (Alternate I)
970.5226-2	Dec 2000	Workforce Restructuring under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993
970.5232-1	Dec 2000	Reduction or Suspension of Advance, Partial, or Progress Payments
970.5232-3	Dec 2000	Accounts, Records, and Inspection
970.5232-5	Dec 2000	Liability with Respect to Cost Accounting Standards
970.5232-6	Dec 2000	Work For Others Funding Authorization

I.2 FAR 52.215-19 Notification of Ownership Changes (Oct 1997)

a. The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
2. The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

b. The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide the ACO or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

c. The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 180 to 30 days prior to the expiration date of the contract.

I.4 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within the period of performance stated within this Contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

I.5 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

<u>Employee Class*</u>	<u>Monetary Wage**</u>	<u>Fringe Benefits</u>
Nurse, GS-09, (\$38,588)	\$18.49	\$4.45
Laboratory Technician, GS-07, (\$31,546)	\$15.12	\$3.64
Records Clerk, GS-05, (\$25,467)	\$12.20	\$2.93

*All grades are step 1. The fringe adder is 24.05%.

** Wage rate is salary/2087.

I.6 FAR 52.223-7 Notice of Radioactive Materials (January 1997)

- a. The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice

shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

- b. If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall:
 1. Be submitted in writing;
 2. State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 3. Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- c. All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD-129 in effect on the date of the contract.
- d. This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

I.7 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I, Aug 2000)

- a. *Definitions.* As used in this clause:

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material".

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- b. The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

c. The Contractor, on completion of this contract, shall:

1. Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content; and
2. Submit this estimate to the Contracting Officer.

I.8 52.244-6 Subcontracts for Commercial Items (May 2002)

a. *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.
"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

b. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

c. 1. The Contractor shall insert the following clauses in subcontracts for commercial items:

i. 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

ii. 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

- iii. 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - iv. 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - v. 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
2. While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

- d. The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.9 FAR 52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)

- a. 1. In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid:
 - i. By the Contractor under a cost-reimbursement contract; and
 - ii. By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- 2. Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- b. The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration
ATTN: FWA
1800 F Street, NW
Washington, DC 20405

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

- c. Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.
- d. A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show:
 - 1. The name and address of the Contractor;
 - 2. The contract number including any alpha-numeric prefix identifying the contracting office;
 - 3. The name and address of the contracting office;
 - 4. The total number of bills submitted with the statement; and
 - 5. A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.10 DEAR 952.202-1 Definitions (Mar 2002)

- a. "Head of Agency" means: (i) The Secretary; (ii) Deputy Secretary; (iii) Under Secretaries of the Department of Energy and (iv) the Chairman, Federal Energy Regulatory Commission.
- b. "Commercial component" means any component that is a commercial item.
- c. "Commercial item" means-
 - 1. Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that-
 - i. Has been sold, leased, or licensed to the general public; or
 - ii. Has been offered for sale, lease, or license to the general public;
 - 2. Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
 - 3. Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for-
 - i. Modifications of a type customarily available in the commercial marketplace; or

- ii. Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
4. Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
5. Installation services, maintenance services, repair services, training services, and other services if-
 - i. Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
 - ii. The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government
6. Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services-
 - i. "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
 - ii. "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
7. Any item, combination of items, or service referred to in paragraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
8. A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

- d. "Component" means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).
- e. "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- f. "Nondevelopmental item" means-
 - 1. Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
 - 2. Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
 - 3. Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.
- g. Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.
- h. The term "DOE" means the Department of Energy, "FERC" means the Federal Energy Regulatory Commission, and "NNSA" means the National Nuclear Security Administration.
- i. The term "Senior Procurement Executive" means, for DOE:
 - Department of Energy -- Director, Office of Procurement and Assistance Management, DOE;
 - National Nuclear Security Administration -- Administrator for Nuclear Security, NNSA; and
 - Federal Energy Regulatory Commission -- Chairman, FERC.

I.11 DEAR 952.203-70 Whistleblower Protection for Contractor Employees (Dec 2000)

- a. The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.
- b. The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE owned or leased sites.

I.12 DEAR 952.204-76 Conditional Payment of Fee or Profit--Safeguarding Restricted Data and Other Classified Information (Jan 2004)

a. General.

1. The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the contractor's compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) including compliance with applicable law, regulation, and DOE directives. The term "contractor" as used in this clause to address failure to comply shall mean "contractor or contractor employee."
2. In addition to other remedies available to the Federal Government, if the contractor fails to comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information, the contracting officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the contractor in accordance with the terms and conditions of this clause.
3. Any reduction in the amount of fee or profit earned by the contractor will be determined by the severity of the contractor's failure to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information pursuant to the degrees specified in paragraph (c) of this clause.

b. Reduction Amount.

1. If in any period (see 48 CFR 952.204-76 (b)(2)) it is found that the contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information, the contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The contracting officer must consider mitigating factors that may warrant a reduction below the specified range, (see 48 CFR 904.402(c)). The mitigating factors include, but are not limited to, the following:
 - i. Degree of control the contractor had over the event or incident.
 - ii. Efforts the contractor had made to anticipate and mitigate the possibility of the event in advance.
 - iii. Contractor self-identification and response to the event to mitigate impacts and recurrence.
 - iv. General status (trend and absolute performance) of safeguarding Restricted Data and other classified information and compliance in related security area.
2. i. For purposes of this clause, (2)(i) Except in the case of performance-based firm-fixed-price contracts (see paragraph (b)(3) of this clause), the contracting officer, for purposes of this clause, will at the time of the contract award, or soon as practicable

thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of 12 months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

- ii. Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.
3. For performance-based firm-fixed-price contracts, the contracting officer will at the time of contract award include negative monetary incentives in the contract for contractor violations relating to the safeguarding of Restricted Data and other classified information.
- c. **Safeguarding Restricted Data and Other Classified Information.** Performance failures occur if the contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and classified information. The degrees of performance failures relating to the contractor's obligations under this contract for safeguarding of Restricted Data and other classified information are as follows:
 1. **First Degree:** Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - i. Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
 - ii. Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - iii. Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

- iv. Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
2. Second Degree: Performance failures that have been determined, in accordance with applicable laws, regulation or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
- i. Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
 - ii. Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
 - iii. Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other information regardless of classification (except for information covered by paragraph (c)(1)(iii) of this clause).
 - iv. Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
3. Third Degree: Performance failures that have been determined, in accordance with applicable laws, regulation, or DOE directive, to actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import will be considered third degree:
- i. Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other classified information classified as Confidential.
 - ii. Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
 - iii. Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the contractor's Safeguards and Security Plan or other security plan, as applicable.

- iv. Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

I.13 DEAR 952.215-70 Key Personnel (Dec 2000)

- a. The personnel listed in Section H, clause H.3, are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

1. Notify the Contracting Officer reasonably in advance;
2. Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
3. Obtain the Contracting Officer's written approval.

Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

- b. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

I.14 DEAR 952.216-7 Allowable Cost and Payment (Dec 2002) (Alternate II)

- a. *Invoicing.*

1. The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) as supplemented by Subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR), in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
2. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
3. The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request

to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

b. *Reimbursing costs.*

1. For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only:
 - i. Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - ii. When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for:
 - A. Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made:
 1. In accordance with the terms and conditions of a subcontract or invoice; and
 2. Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - B. Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
 - C. Direct labor;
 - D. Direct travel;
 - E. Other direct in-house costs; and
 - F. Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
 - iii. The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
2. Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless:
 - i. The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - ii. The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

3. Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
4. Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- c. *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.
- d. *Final indirect cost rates.*
 1. Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
 2.
 - i. The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
 - ii. The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
 3. The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify:
 - i. the agreed-upon final annual indirect cost rates,
 - ii. the bases to which the rates apply,
 - iii. the periods for which the rates apply,
 - iv. any specific indirect cost items treated as direct costs in the settlement, and
 - v. the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

- 4. Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

5. Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.
6.
 - i. If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may:
 - A. Determine the amounts due to the Contractor under the contract; and
 - B. Record this determination in a unilateral modification to the contract.
 - ii. This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- e. *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates:
 1. Shall be the anticipated final rates; and
 2. May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- f. *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- g. *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be:
 1. Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
 2. Adjusted for prior overpayments or underpayments.
- h. *Final payment.*
 1. Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
 2. The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final

payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver:

- i. An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- ii. A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except:
 - A. Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
 - B. Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
 - C. Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.15 Reserved

I.16 Reserved

I.17 DEAR 952.227-82 Rights to Proposal Data (Apr 1994)

Except for technical data contained on all pages of the contractor's proposal dated September 2, 2003, which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

I.18 DEAR 952.245-5 Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (Jan 1986)

a. Government-furnished property.

1. The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of:

- i. All or substantially all of the Contractor's business;

- ii. All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
 - iii. A separate and complete major industrial operation connected with performing this contract.
- 2. The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").
 - 3. The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
 - 4. If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
 - 5. If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- b. Changes in Government-furnished property.
- 1. The Contracting Officer may, by written notice,
 - i. Decrease the Government-furnished property provided or to be provided under this contract, or
 - ii. Substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract.

The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

- 2. Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any:

- i. Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or
 - ii. Withdrawal of authority to use property, if provided under any other contract or lease.
- c. Title.
 1. The Government shall retain title to all Government-furnished property.
 2. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.
 3. Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon:
 - i. Issuance of the property for use in contract performance;
 - ii. Commencement of processing of the property for use in contract performance; or
 - iii. Reimbursement of the cost of the property by the Government, whichever occurs first.
 4. All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- e. Property administration.
 1. The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5 and the DOE Acquisition Regulation Subpart 945.5, as in effect on the date of this contract.
 2. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5 and DOE Acquisition Regulation Subpart 945.5.
 3. If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot

effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

- f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- g. Limited risk of loss.
 - 1. The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in paragraphs (g)(2) and (g)(3) of this clause.
 - 2. The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage):
 - i. That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
 - ii. That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
 - iii. For which the Contractor is otherwise responsible under the express terms of this contract;
 - iv. That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
 - v. That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.
 - 3.
 - i. If the Contractor fails to act as provided by subdivision (g)(2)(v) of this clause, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.
 - ii. In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage:

- A. did not result from the Contractor's failure to maintain an approved program or system; or
 - B. occurred while an approved program or system was maintained by the Contractor.
4. If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.
5. Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of:
- i. The lost, destroyed, or damaged Government property;
 - ii. The time and origin of the loss, destruction, or damage;
 - iii. All known interests in commingled property of which the Government property is a part; and
 - iv. The insurance, if any, covering any part of or interest in such commingled property.
6. The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this paragraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

7. The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.
8. In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.
9. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.
- h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for:
 1. Any delay in delivery of Government-furnished property;
 2. Delivery of Government-furnished property in a condition not suitable for its intended use;
 3. A decrease in or substitution of Government-furnished property; or
 4. Failure to repair or replace Government property for which the Government is responsible.
- i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice

and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

- j. Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government:
 - 1. May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
 - 2. Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (*e.g.*, abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
- k. Communications. All communications under this clause shall be in writing.
- l. Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.19 DEAR 970.5204-3 Access to and Ownership of Records (Dec 2000)

- a. Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of the contract.
- b. Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
 - 1. Employment-related records such as:
 - i. employee relations records;
 - ii. records on salary and employee benefits;
 - iii. labor negotiation records;
 - iv. employee concerns, and other employee related investigations conducted under an expectation of confidentiality; and
 - v. employee assistance program records;

2. Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
3. Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government;
4. Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
5. The following categories of records maintained pursuant to the technology transfer clause of this contract:
 - i. Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - ii. The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - iii. Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- c. Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- d. Inspection, copying, and audit of records. All records acquired or generated by the contractor under this contract in the possession of the contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the contracting officer, the contractor shall deliver such records to a location specified by the contracting officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- e. Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.
- f. Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned

by the Government or the contractor. In addition, the contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.

- g. Subcontracts. The contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:
1. The value of the subcontract is greater than \$2 million (unless specifically waived by the contracting officer);
 2. The contracting officer determines that the subcontract is, or involves, a critical task related to the contract; or
 3. The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

I.20 DEAR 970.5232-2 Payments and Advances (Dec 2000) (Alternate II)

- a. Payment of total available fee: Base Fee and Performance Fee. The base fee amount, if any, is payable in equal monthly installments. Total available fee amount earned is payable following the Government's Determination of Total Available Fee Amount Earned in accordance with the clause of this contract entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount." Base fee amount and total available fee amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the contracting officer. The contracting officer may offset against any such fee payment the amounts owed to the Government by the contractor, including any amounts owed for disallowed costs under this contract. No base fee amount or total available fee amount earned payment may be withdrawn against the payments cleared financing arrangement without the prior written approval of the contracting officer.
- b. Payments on Account of Allowable Costs. The contracting officer and the contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the contracting officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the contractor to the retirement fund less frequently than quarterly, accrued costs therefore shall be excluded from costs for payment purposes until such costs are paid. If pension contribution are paid on a quarterly or more frequent basis, accrual therefore may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.
- c. Special financial institution account-use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account

Agreement, which is incorporated into this contract as Appendix-. No part of the funds in the special financial institution account shall be commingled with any funds of the contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the contracting officer. If the contracting officer determines that the balance of such special financial institution account exceeds the contractor's current needs, the contractor shall promptly make such disposition of the excess as the contracting officer may direct.

- d. Title to funds advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the contractor hereunder is not a loan to the contractor, and will not require the payment of interest by the contractor, and that the contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.
- e. Financial settlement. The Government shall promptly pay to the contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the contracting officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after:
 1. Compliance by the contractor with DOE's patent clearance requirements, and
 2. The furnishing by the contractor of:
 - i. An assignment of the contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;
 - ii. A closing financial statement;
 - iii. The accounting for Government-owned property required by the clause entitled "Property"; and
 - iv. A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:
 - A. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the contractor;
 - B. Claims, together with reasonable expenses incidental thereto, based upon liabilities of the contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the contractor on the date of the execution of the release; and provided further that the contractor gives notice of such claims in writing to the contracting officer promptly, but not more than one (1) year after the contractor's right of action first accrues. In addition, the contractor shall provide prompt notice to the contracting officer of all potential

claims under this clause, whether in litigation or not (see also Contract Clause--, DEAR 970.5228-1, "Insurance-Litigation and Claims");

- C. Claims for reimbursement of costs (other than expenses of the contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of this contract relating to patents; and
- D. Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.

3. In arriving at the amount due the contractor under this clause, there shall be deducted,

- i. Any claim which the Government may have against the contractor in connection with this contract, and
 - ii. Deductions due under the terms of this contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.
- f. Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the contracting officer shall prescribe.
- g. Discounts. The contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the contracting officer finds that action is not in the best interest of the Government.
- h. Collections. All collections accruing to the contractor in connection with the work under this contract, except for the contractor's fee and royalties or other income accruing to the contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the contracting officer.
- i. Direct payment of charges. The Government reserves the right, upon ten days written notice from the contracting officer to the contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the contractor therefore.
- j. Determining allowable costs. The contracting officer shall determine allowable costs in accordance with the Federal Acquisition Regulation subpart 31.2 and the Department of Energy Acquisition Regulation subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.

- k. (Alternate III, if contract with an integrated accounting system) Review and approval of costs incurred. The contractor shall prepare and submit annually as of September 30, a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement. The contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256), as amended. DOE, after audit and appropriate adjustment, will approve such Cost Statement. This approval by DOE will constitute an acknowledgment by DOE that the net costs incurred are allowable under the contract and that they have been recorded in the accounts maintained by the contractor in accordance with DOE accounting policies, but will not relieve the contractor of responsibility for DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to DOE.
- l. (Alternate IV, if contract without an integrated accounting system) Certification and penalties. The contractor shall prepare and submit a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures incurred for the period covered by the Cost Statement. It is anticipated that this will be an annual submission unless otherwise agreed to by the contracting officer. The contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256), as amended.

I.21 DOE AL-2002-02 Lobbying Restrictions (Energy and Water Development Appropriations Act, 2002)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

I.22 DOE AL-2002-02 Lobbying Restrictions (Department of Interior and Related Agencies Appropriations Act, 2002)

The Contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Section J

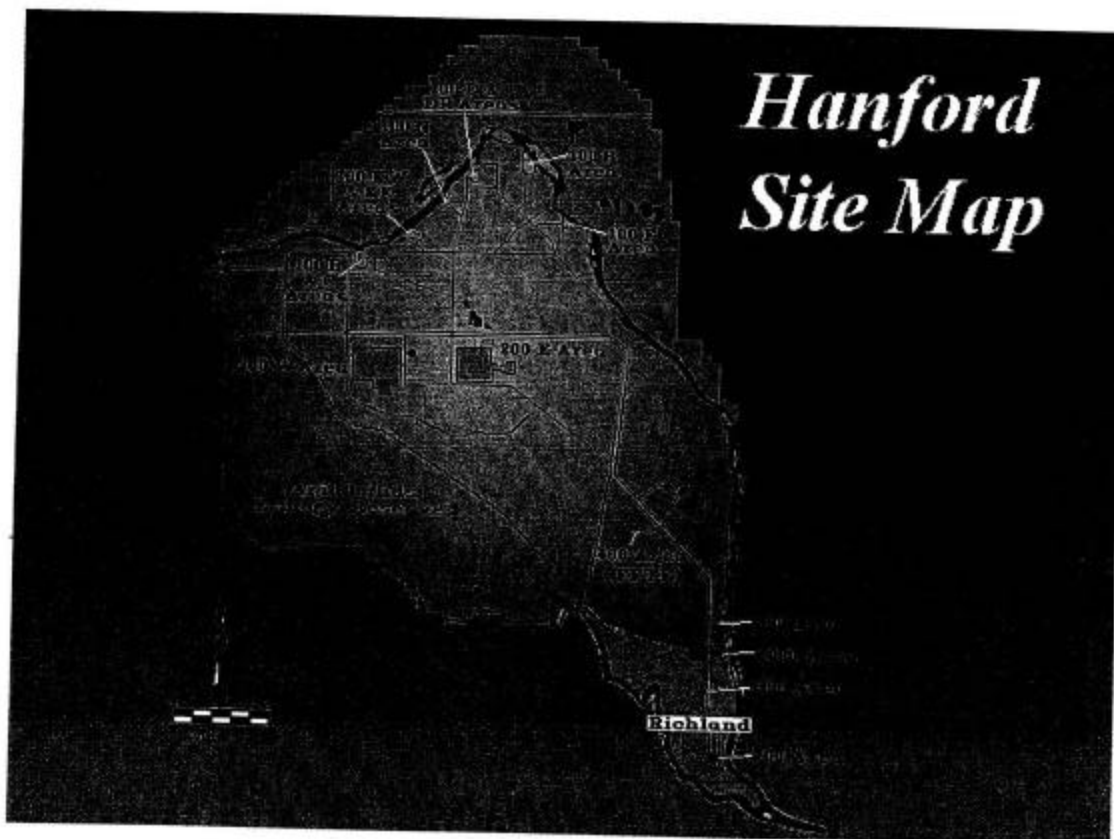
**Part III -- List of Documents, Exhibits,
and Other Attachments**

Table of Contents

<u>Section</u>	<u>Page</u>
J.1 Hanford Site Map.....	J-2
J.2 Government Furnished Property.....	J-2
J.3 Health Care Center Description.....	J-11
J.4 Reserved.....	J-11
J.5 Key Personnel.....	J-11
J.6 Small, Small Disadvantaged, Veteran, and Women-Owned Small Business Subcontracting Plan.....	J-11
J.7 List of Applicable Directives.....	J-26
J.8 Management and Administration of Existing Hanford Occupational Medical Contractor Pension Plan.....	J-29
J.9 Service Contract Act Wage Determination.....	J-31

J.1 Hanford Site Map

The Hanford Site is located in southeastern Washington and covers 540 square miles of land north of Richland, Washington. The site is bounded on the north and east by the Columbia River. Within the Hanford Site are several areas where former defense production facilities are located.



J.2 Government-Furnished Property

Government-furnished property associated with this contract may change during contract performance. The Government-furnished equipment as of February 24, 2003, is as follows:

BEST AVAILABLE COPY

Government-Furnished Property (GFP) Inventory

Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC40218	ANALYSIS SYSTEM	SENSORMEDICS	2900	RCHN	3080GWW	84
WC53384	ANALYZER	COULTER	MD16	RCHN	3090GWW	426
WC78003	AUDIO BOOTH	ECKOUSTIC	CL12	200W	2719WB	AUDIO
WC35287	AUDIOMETER	PROTEK	RA500	RCHN	3080GWW	73
WC35288	AUDIOMETER	PROTEK	RA500	RCHN	3080GWW	73
WC35290	AUDIOMETER	PROTEK	RA500	RCHN	3080GWW	73
WC78001	AUDIOMETER	TREMETRICS	RA500	200W	2719WB	STORAGE
WC78002	AUDIOMETER	TREMETRICS	RA500	200W	2719WB	AUDIO
WC78018	AUDIOMETER	TREMETRICS	RA500	RCHN	3080GWW	73
WC45089	BOOTH	INDUSTRIAL ACOUSTIC	BOOTH	RCHN	3080GWW	73
WC78009	CAMERA	SONY	MVCFD75	RCHN	3090GWW	421
WC78022	CAMERA	SONY	MVCFD75	RCHN	3080GWW	57
WC79596	CAMERA	KODAK	DX4330	RCHN	3090GWW	426
WC45006	CARDIOGRAPH	HEWLETT PACKARD	M1700A	RCHN	3080GWW	81
WC56196	CARDIOGRAPH	HEWLETT PACKARD	M1700A	RCHN	3080GWW	83
WC76569	CARDIOGRAPH	HEWLETT PACKARD	M1700A	200W	2719WB	TESTING 1 W30
WC78024	CARDIOGRAPH	HEWLETT PACKARD	M1700A	200W	2719WB	TESTING 2 W30
WC78051	CARDIOGRAPH	HEWLETT PACKARD	M1700A	RCHN	3080GWW	79
WC78052	CARDIOGRAPH	HEWLETT PACKARD	M1700A	200W	2719WB	
WC78053	CARDIOGRAPH	HEWLETT PACKARD	M1700A	RCHN	3080GWW	81
WC53337	COMPUTER	DELL COMPUTER	OPTIPLEX XL590	RCHN	3090GWW	428B IS STORAGE
WC56352	COMPUTER	DELL COMPUTER	5100GXM	RCHN	3090GWW	452A BHS TESTING
WC56355	COMPUTER	DELL COMPUTER	5100GXM	RCHN	3090GWW	452A BHS TESTING
WC56378	COMPUTER	DELL COMPUTER	5100GXM	RCHN	3090GWW	452A BHS TESTING
WC58514	COMPUTER	DELL COMPUTER	5100GXM	RCHN	3090GWW	452A BHS TESTING
WC58751	COMPUTER	DELL COMPUTER	H266	RCHN	3080GWW	73 AUDIO
WC58761	COMPUTER	DELL COMPUTER	OPTIPLEX GXI	RCHN	3090GWW	OFFSITE
WC62551	COMPUTER	DELL COMPUTER	TS30G	RCHN	3090GWW	459 BHS RECORD ROOM
WC62567	COMPUTER	DELL COMPUTER	OPTIPLEX GXO	RCHN	3090GWW	422
WC62569	COMPUTER	DELL COMPUTER	POWER EDGE 4200	RCHN	3090GWW	402
WC66444	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	24 NURSE'S OFFICE
WC66445	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	30
WC66446	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	464
WC66447	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	477
WC66448	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	474
WC66449	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	464

Government-Furnished Property (GFP) Inventory

Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC66450	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	437
WC66451	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	464
WC66452	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	481
WC66453	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	400
WC66454	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	451
WC66455	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	22 OPC RIGHT COUNTER
WC66456	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	20 EXAM DESK LEFT
WC66457	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	EXAM DESK RIGHT
WC66458	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	COUN
WC66459	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	20 EXAM DESK LEFT
WC67512	COMPUTER	DELL COMPUTER	POWER EDGE 4200	RCHN	3090GWW	464
WC67515	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	428A/SERVER
WC67517	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	453
WC67518	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	425
WC67519	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	435
WC67522	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	31
WC67523	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	33
WC68891	COMPUTER	DELL COMPUTER	410	RCHN	3080GWW	85
WC68892	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	402
WC68893	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	443
WC68894	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	426
WC68895	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	426
WC68896	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	402/VACANT
WC68897	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	97
WC68898	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	445
WC68899	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	426
WC68900	COMPUTER	DELL COMPUTER	410	RCHN	3080GWW	43
WC68901	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	402
WC68931	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	426
WC68932	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	W36 TESTING RM 2
WC68933	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	W21
WC68934	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	W31 X-RAY
WC69025	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	W30 TESTING ROOM 1
WC69026	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	455
WC69029	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	409
			OPTIPLEX G1	RCHN	3090GWW	457

Government-Furnished Property (GFP) Inventory

Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC69030	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	402/VACANT
WC69031	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	452
WC69033	COMPUTER	DELL COMPUTER	POWER EDGE 4300	RCHN	3090GWW	428A/SERVER
WC69038	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	99
WC69039	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	89
WC69040	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	89
WC69043	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	91
WC69045	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	29
WC69048	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	65 MED TECHS
WC69050	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	431
WC69535	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	67
WC69537	COMPUTER	DELL COMPUTER	POWER EDGE 4300	RCHN	3090GWW	428A/SERVER
WC69538	COMPUTER	DELL COMPUTER	POWER EDGE 4300	RCHN	3090GWW	428A/SERVER
WC70670	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	W24 TREATMENT RM 3
WC70671	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	W25 TREATMENT RM 2
WC70672	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	OPC FRONT DESK
WC70673	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	476
WC70674	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	W38 EXAM RM 2
WC70675	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	47
WC70676	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	57
WC70677	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	59
WC70678	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	W23 TREATMENT RM 1
WC70679	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	FRONT DESK
WC70680	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	49
WC70681	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	441
WC70682	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	WSS HEALTH EDUCATION
WC70683	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	423 TURN AROUND ROOM
WC70684	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	101
WC70685	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	45
WC70686	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	W32 EXAM RM 1
WC70687	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	W28 AUDIO
WC70688	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	51
WC70689	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	55
WC70690	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	401

Government-Furnished Property (GFP) Inventory

Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC70692	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	53
WC70703	COMPUTER	DELL COMPUTER	PP01S	RCHN	3090GWW	428
WC70704	COMPUTER	DELL COMPUTER	PP01S	RCHN	3090GWW	426
WC70705	COMPUTER	DELL COMPUTER	PP01S	RCHN	3090GWW	426
WC70706	COMPUTER	DELL COMPUTER	PP01S	RCHN	3090GWW	426
WC70711	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	475
WC70714	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	88 X-RAY
WC71013	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	454A HS-4 CONF RM
WC71021	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	414 PCR
WC76506	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	485
WC76507	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30
WC76508	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30 RCDS PREP
WC76509	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30 RCDS PREP
WC76510	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	76
WC76511	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	76
WC76512	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	76
WC76513	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30
WC76514	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30
WC76515	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30
WC76516	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30
WC76517	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30
WC76518	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30
WC76519	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	35
WC76540	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	63 HEALTH ED
WC76564	COMPUTER	DELL COMPUTER	GX150	RCHN	3090GWW	439
WC76565	COMPUTER	DELL COMPUTER	GX150	RCHN	3090GWW	426
WC76572	COMPUTER	DELL COMPUTER	GX150	RCHN	3080GWW	71
WC76573	COMPUTER	DELL COMPUTER	GX150	RCHN	3090GWW	426
WC77900	COMPUTER	DELL COMPUTER	LATITUDE C810	RCHN	3090GWW	426
WC77901	COMPUTER	DELL COMPUTER	LATITUDE C810	RCHN	3090GWW	483
WC77902	COMPUTER	DELL COMPUTER	LATITUDE C810	RCHN	3080GWW	87
WC77903	COMPUTER	DELL COMPUTER	LATITUDE C810	RCHN	3090GWW	414
WC77904	COMPUTER	DELL COMPUTER	LATITUDE C810	RCHN	3080GWW	95
WC77905	COMPUTER	DELL COMPUTER	PRECISION 340	RCHN	3090GWW	402
WC77906	COMPUTER	DELL COMPUTER	PRECISION 340	RCHN	3090GWW	449
WC77907	COMPUTER	DELL COMPUTER	PRECISION 340	RCHN	3090GWW	402

Government-Furnished Property (GFP) Inventory

Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC77908	COMPUTER	DELL COMPUTER	PRECISION 340	RCHN	3090GWW	402
WC77909	COMPUTER	DELL COMPUTER	PRECISION 340	RCHN	3090GWW	402
WC77910	COMPUTER	DELL COMPUTER	GX240	RCHN	3080GWW	25 EYE ROOM
WC77911	COMPUTER	DELL COMPUTER	GX240	RCHN	3090GWW	426
WC77912	COMPUTER	DELL COMPUTER	GX240	RCHN	3080GWW	52 TESTING ROOM
WC77913	COMPUTER	DELL COMPUTER	GX240	RCHN	3080GWW	83 TESTING
WC77914	COMPUTER	DELL COMPUTER	GX240	RCHN	3080GWW	72 TESTING ROOM
WC77915	COMPUTER	DELL COMPUTER	GX240	RCHN	3080GWW	81 TESTING ROOM
WC77916	COMPUTER	DELL COMPUTER	GX240	RCHN	3080GWW	79 TESTING ROOM
WC77917	COMPUTER	DELL COMPUTER	GX240	RCHN	3080GWW	70 TESTNG ROOM
WC77918	COMPUTER	DELL COMPUTER	GX240	RCHN	3080GWW	54 TESTING ROOM
WC77919	COMPUTER	DELL COMPUTER	GX240	RCHN	3090GWW	
WC78000	COMPUTER	DELL COMPUTER	GX150	RCHN	3080GWW	84 LIBRARY
WC78056	COMPUTER	DELL COMPUTER	PRECISION M40	RCHN	3090GWW	426
WC78057	COMPUTER	DELL COMPUTER	PRECISION M40	RCHN	3090GWW	447
WC79118	COMPUTER	COMPAQ	PROLIANT DL380	RCHN	3090GWW	SERVER
WC79119	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	402
WC79120	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	405
WC79121	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	407
WC79122	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79123	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79124	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79125	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79126	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79127	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79128	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79129	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79130	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79548	COMPUTER	DELL COMPUTER	GX260S	RCHN	3080GWW	30
WC79549	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79550	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	409
WC79551	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79552	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79553	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79554	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79555	COMPUTER	DELL COMPUTER	GX260S	RCHN	3080GWW	31

Government-Furnished Property (GFP) Inventory

Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC79556	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79557	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79558	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	403
WC79559	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79560	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	414
WC79561	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79562	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79563	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79564	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79565	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79566	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79567	COMPUTER	DELL COMPUTER	GX260S	RCHN	3080GWW	29
WC79568	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79569	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79570	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79571	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79572	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79573	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79574	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79575	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79576	COMPUTER	DELL COMPUTER	LATITUDE C840	RCHN	3090GWW	426
WC79579	COMPUTER	DELL COMPUTER	LATITUDE C400	RCHN	3090GWW	426
WC79580	COMPUTER	DELL COMPUTER	LATITUDE C840	RCHN	3080GWW	474
WC79581	COMPUTER	DELL COMPUTER	LATITUDE C840	RCHN	3090GWW	97
WC79582	COMPUTER	DELL COMPUTER	LATITUDE C840	RCHN	3090GWW	426
WC79583	COMPUTER	DELL COMPUTER	LATITUDE C840	RCHN	3090GWW	402
WC79584	COMPUTER	DELL COMPUTER	LATITUDE C400	RCHN	3090GWW	425B
WC79602	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79603	COMPUTER	DELL COMPUTER	GX260S	RCHN	3090GWW	426
WC79604	COMPUTER	DELL COMPUTER	LATITUDE C840	RCHN	3090GWW	426
PX16408	COPIER	MINOLTA	3170	RCHN	3080GWW	426
WC13929	DEFIBRILLATOR	LIFE PAK	300	RCHN	3080GWW	33
WC45068	DEFIBRILLATOR	PHYSIO CONTROL	DEFIBRILLATOR	RCHN	3080GWW	54
WC45084	DEFIBRILLATOR	LIFE PAK	9P	200E	2719EA	54
WC53338	DRYER	OLYMPIC MEDICAL	54343	RCHN	3080GWW	HCC
WC36043	EMBOSSER	DATA CODE	220	RCHN	3080GWW	74
						30

Government-Furnished Property (GFP) Inventory

Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC54531	EXAM TABLE	MIDMARK	411	200E	2719EA	HCC
WC54532	EXAM TABLE	MIDMARK	411	RCHN	3080GWW	60
WC54533	EXAM TABLE	MIDMARK	411	RCHN	3080GWW	56
WC54534	EXAM TABLE	MIDMARK	411	200E	2719EA	HCC
WC54535	EXAM TABLE	MIDMARK	411	RCHN	3080GWW	25
WC54536	EXAM TABLE	MIDMARK	411	RCHN	3080GWW	54
WC54537	EXAM TABLE	MIDMARK	411	RCHN	3080GWW	52
WC55152	EXAM TABLE	MIDMARK	411009	RCHN	3080GWW	46
WC55153	EXAM TABLE	MIDMARK	411009	RCHN	3080GWW	58
WC55154	EXAM TABLE	MIDMARK	411009	RCHN	3080GWW	42
WC55155	EXAM TABLE	MIDMARK	411009	RCHN	3080GWW	44
WC54945	FACSIMILE	CANON	LC7500	RCHN	3080GWW	76
WC54989	FACSIMILE	CANON	LC7500	RCHN	3090GWW	411
WC76538	FACSIMILE	CANON	CFXL3500IF	RCHN	3090GWW	478
WC76539	FACSIMILE	CANON	CFXL3500IF	RCHN	3080GWW	29
WC76546	FACSIMILE	CANON	CFXL3500IF	RCHN	3090GWW	400
WC76548	FACSIMILE	CANON	CFXL3500IF	RCHN	3080GWW	OPC
WC76549	FACSIMILE	CANON	CFXL3500IF	RCHN	3090GWW	459
WC76550	FACSIMILE	CANON	CFXL3500IF	RCHN	3080GWW	93
WC76551	FACSIMILE	CANON	CFXL4500IF	RCHN	3080GWW	30
WC76554	FACSIMILE	CANON	CFXL3500IF	200W	2719WB	LOBBY
WC78871	FACSIMILE	CANON	LC1060P	RCHN	3090GWW	401
WC78048	FILESERVER	DELL COMPUTER	POWER EDGE 2550	RCHN	3090GWW	SERVER
WC78049	FILESERVER	DELL COMPUTER	POWER EDGE 6450	RCHN	3090GWW	SERVER
WC78050	FILESERVER	DELL COMPUTER	POWER EDGE 6450	RCHN	3090GWW	SERVER
WC79114	FILESERVER	NETWORK APPLIANCE	F810	RCHN	3090GWW	SERVER
WC79115	FILESERVER	DELL COMPUTER	POWER EDGE 1650	RCHN	3090GWW	SERVER
WC79116	FILESERVER	DELL COMPUTER	POWER EDGE 1650	RCHN	3090GWW	SERVER
WC79117	FILESERVER	DELL COMPUTER	POWER EDGE 2650	RCHN	3090GWW	SERVER
7405628	GENERATOR	ONAN	69.0DYA-1	RCHN	3080GWW	EDF
WC79577	LAPTOP	DELL COMPUTER	LATITUDE C640	RCHN	3090GWW	426
WC79578	LAPTOP	DELL COMPUTER	LATITUDE C640	RCHN	3090GWW	426
WC78043	MICRO PRINTER	CANON	DMP400	RCHN	3090GWW	459
WC78044	MICRO PRINTER	CANON	DMP400	RCHN	3080GWW	MED*RECORDS
WC78075	MICRO PRINTER	CANON	DMP400	RCHN	3080GWW	MED*RECORDS
WC54538	MICROSCOPE	MARCO	B	200E	2719EA	HCC

Government-Furnished Property (GFP) Inventory						
Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC17480	MONITOR	SUPERMAC	CM2086A3UY	RCHN	3090GWW	425
WC40271	OXYGEN METER	OXYLOG	OXYGEN METER	RCHN	3080GWW	25
WC58739	PASTEURIZER	CONTROL	540	RCHN	3080GWW	74
WC78023	PLASMA MONITOR	NEC	42MP2	RCHN	3080GWW	84
WC18041	PLAYER	PANASONIC	AG1150	RCHN	3090GWW	454A
WC38023	POWER SYSTEM	BEST	FD5.3KVA	RCHN	3070GWW	226
WC38024	POWER SYSTEM	BEST	FD5.3KVA	RCHN	3070GWW	226
WC62560	PROJECTOR	EPSON	ELP5000	RCHN	3090GWW	459 BHS RECORD ROOM
WC71000	PROJECTOR	INFOCUS	LP770	RCHN	3090GWW	414 PCR
WC71001	PROJECTOR	INFOCUS	LP770	RCHN	3090GWW	454A HS-4 CONF RM
WC19258	RECORDER	PANASONIC	AG513	200W	2719WB	W33
WC19259	RECORDER	PANASONIC	AG513	RCHN	3090GWW	452
WC78025	SLIT LAMP	NIKON	NS1	RCHN	3080GWW	EYE WASH
WC78004	SPIROMETER	SENSOR MEDICS	762600	200W	2719WB	TEST1
WC78007	SPIROMETER	SENSOR MEDICS	762600	200W	2719WB	TEST2
WC78012	SPIROMETER	SENSOR MEDICS	762600	RCHN	3080GWW	79
WC78014	SPIROMETER	SENSOR MEDICS	762600	RCHN	3080GWW	81
WC78016	SPIROMETER	SENSOR MEDICS	762600	RCHN	3080GWW	79
WC78019	SPIROMETER	SENSOR MEDICS	762600	RCHN	3080GWW	72
WC78020	SPIROMETER	SENSOR MEDICS	762600	RCHN	3080GWW	70
WC78010	STRESS TEST SYS	QUINTON	NP200115	RCHN	3090GWW	474
WC38678	STRESS TESTER	QUINTON	Q4500	RCHN	3080GWW	86
WB95217	TELEVISION/PLAYER	MAXIVISION	13	RCHN	3080GWW	65
WB95219	TELEVISION/PLAYER	MAXIVISION	13	RCHN	3090GWW	418
WC45001	TONOMETER	REICHERT	12430	RCHN	3080GWW	81
WC78005	TONOMETER	LEICHA MICROSYSTEMS	AT550	RCHN	3090GWW	
WC78008	TONOMETER	LEICHA MICROSYSTEMS	XPRT NCT PLUS	200W	2719WB	TEST2
WC78013	TONOMETER	LEICHA MICROSYSTEMS	AT550	RCHN	3080GWW	83
WC78015	TONOMETER	LEICHA MICROSYSTEMS	XPRT NCT PLUS	RCHN	3080GWW	82
WC78017	TONOMETER	REICHERT	13900	RCHN	3080GWW	79
WC78021	TONOMETER	LEICHA MICROSYSTEMS	XPRT NCT PLUS	RCHN	3080GWW	70
WC78076	TONOMETER	REICHERT	13900	RCHN	3090GWW	72
WC55194	TREADMILL	QUINTON	Q55	RCHN	3090GWW	474
WC55176	WORK CUBE	ADVANCED THERAPY	WC100	RCHN	3090GWW	474
WC62553	XRAY MACHINE	XRAY MARKETING ASSOC	A360	RCHN	3080GWW	88
WC78006	XRAY SYSTEM	XMA	A360	200W	2719WB	XRAY

J.3 Health Care Center Description

There is a Health Care Center located in the 200 West Area of the Hanford Site, that is staffed by the Occupational Medical Contractor to provide first aid services to workers in the adjacent areas. The 200 West facility is Government-Furnished. The Health Care Center consists of office space, examination/treatment rooms, storage rooms, etc. as shown on the floor plan in Figure J.3-1, below.

J.4 Reserved

J.5 Key Personnel

The key personnel in accordance with Section H.3, *Key Personnel Requirements*, are:

Principal Manager ¹	Martin E. Zizzi
Site Medical Director	Dr. Loren Lewis
Clinic Director	Jason S. Zaccaria

J.6 Small, Small Disadvantaged, Veteran, and Women-Owned Small Business Subcontracting Plan

Requirements for the preparation of this plan are found in Section I.1, *Clauses Incorporated by Reference*. The following 13 pages contain the Small, Small Disadvantaged, Veteran, Service Disabled Veteran, and Women-Owned Small Business Subcontracting Plan.

¹ Title is at the discretion of the contractor (e.g. CEO, President).

SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: September 2, 2003

CONTRACTOR: AdvanceMed Corporation, a CSC Company

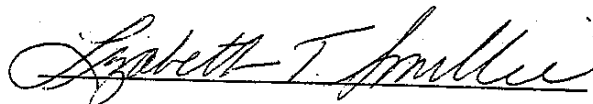
ADDRESS: 11710 Plaza America Drive
Reston, VA 20190

SOLICITATION/CONTRACT NUMBER: DE-RP06-03RL14383

ITEM/SERVICE (DESCRIPTION): Occupational Medical Services for the U.S.
Department of Energy's Hanford Site

SUBMITTED BY:

Signed:



Typed Name: Lizabeth T. Smillie

Title: Director of Contracts

Date: September 2, 2003

PLAN ACCEPTED BY:

Signed: _____

Typed Name: _____

Title: Contracting Officer

Date: _____

1. TYPE OF PLAN

This is an Individual Plan where all elements are developed specifically for this contract and are applicable for the full term of this contract.

2. GOALS

The goals reflected below are shown both as a percentage of all planned subcontracting, as well as a percentage of the contract value. In accordance with FAR 19.704, for reporting purposes on the SF 294, the percentage of all planned subcontracting will be shown consistent with instructions on the report.

- A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

ESTIMATED DOLLAR VALUE OF ALL PLANNED SUBCONTRACTING		
CONTRACT YEAR	Subcontract Dollars	Percent of Contract
TRANSITION: 11/03/03 – 12/31/03	\$74,664	34.1%
BASE Yr 1: 01/01/04 – 09/30/04	\$2,862,614	34.2%
BASE Yr 2: 10/01/04 – 09/30/05	\$3,812,332	42.3%
BASE Yr 3: 10/01/05 – 09/30/06	\$3,903,033	42.3%
1 ST OPTION: 10/01/06 – 09/30/07	\$3,996,092	42.2%
2 ND OPTION: 10/01/07 – 09/30/08	\$4,091,571	42.2%
3 RD OPTION: 10/01/08 – 09/30/09	\$4,189,533	42.2%
4 TH OPTION: 10/01/09 – 09/30/10	\$4,290,041	42.1%
5 TH OPTION: 10/01/10 – 09/30/11	\$4,393,163	42.1%
6 TH OPTION: 10/01/11 – 09/30/12	\$4,498,965	42.1%
7 TH OPTION: 10/01/12 – 09/30/13	\$4,607,519	42.0%

- B. Estimated dollar value and percentage of subcontracting with large businesses (all business concerns classified as other than small) is:

SUBCONTRACTING TO LARGE BUSINESS CONCERNS		
CONTRACT YEAR	Subcontract Dollars	Subcontract Percentage
TRANSITION: 11/03/03 – 12/31/03	\$26,282	12.0%
BASE Yr 1: 01/01/04 – 09/30/04	\$1,012,358	15.2%
BASE Yr 2: 10/01/04 – 09/30/05	\$1,281,182	14.2%
BASE Yr 3: 10/01/05 – 09/30/06	\$1,306,073	14.2%

1 ST OPTION: 10/01/06 – 09/30/07	\$1,331,612	14.1%
2 ND OPTION: 10/01/07 – 09/30/08	\$1,357,814	14.0%
3 RD OPTION: 10/01/08 – 09/30/09	\$1,384,698	13.9%
4 TH OPTION: 10/01/09 – 09/30/10	\$1,412,280	13.9%
5 TH OPTION: 10/01/10 – 09/30/11	\$1,440,580	13.8%
6 TH OPTION: 10/01/11 – 09/30/12	\$1,469,616	13.7%
7 TH OPTION: 10/01/12 – 09/30/13	\$1,499,406	13.7%

- C. Estimated dollar value and percentage of subcontracting to small business concerns (includes small disadvantaged, women owned, HUBZone, veteran owned and service disabled veteran owned small business concerns) is:

SUBCONTRACTING TO SMALL BUSINESS CONCERNS (SB)		
CONTRACT YEAR	Subcontract Dollars	Subcontract Percentage
TRANSITION: 11/01/03 – 12/31/03	\$48,382	22.1%
BASE Yr 1: 01/01/04 – 09/30/04	\$1,850,256	27.8%
BASE Yr 2: 10/01/04 – 09/30/05	\$2,531,150	28.1%
BASE Yr 3: 10/01/05 – 09/30/06	\$2,596,960	28.1%
1 ST OPTION: 10/01/06 – 09/30/07	\$2,664,480	28.2%
2 ND OPTION: 10/01/07 – 09/30/08	\$2,733,757	28.2%
3 RD OPTION: 10/01/08 – 09/30/09	\$2,804,835	28.2%
4 TH OPTION: 10/01/09 – 09/30/10	\$2,877,761	28.3%
5 TH OPTION: 10/01/10 – 09/30/11	\$2,952,583	28.3%
6 TH OPTION: 10/01/11 – 09/30/12	\$3,029,349	28.3%
7 TH OPTION: 10/01/12 – 09/30/13	\$3,108,113	28.3%

- C.1. Estimated dollar value and percentage of subcontracting to small disadvantaged business (SDB) concerns is:

SUBCONTRACTING TO SMALL DISADVANTAGED BUSINESS CONCERNS (SDB)		
HPM CORPORATION		
CONTRACT YEAR	Subcontract Dollars	Subcontract Percentage
TRANSITION: 11/03/03 – 12/31/03	\$48,382	22.1%
BASE Yr. 1: 01/01/03 – 09/30/04	\$1,710,561	25.7%
BASE Yr. 2: 10/01/04 – 09/30/05	\$2,340,047	26.0%
BASE Yr. 3: 10/01/05 – 09/30/06	\$2,400,889	26.0%

1 ST OPTION: 10/01/06 – 09/30/07	\$2,463,312	26.0%
2 ND OPTION: 10/01/07 – 09/30/08	\$2,527,358	26.1%
3 RD OPTION: 10/01/08 – 09/30/09	\$2,593,069	26.1%
4 TH OPTION: 10/01/09 – 09/30/10	\$2,660,489	26.1%
5 TH OPTION: 10/01/10 – 09/30/11	\$2,729,662	26.2%
6 TH OPTION: 10/01/11 – 09/30/12	\$2,800,633	26.2%
7 TH OPTION: 10/01/12 – 09/30/13	\$2,873,449	26.2%

- C.2. Estimated dollar value and percentage of subcontracting to women-owned small business (WOSB) concerns is:

SUBCONTRACTING TO WOMEN OWNED SMALL BUSINESS CONCERNS (WOSB)		
HPM CORPORATION		
CONTRACT YEAR	Subcontract Dollars	Subcontract Percentage
TRANSITION: 11/03/03 – 12/31/03	\$48,382	22.1%
BASE YR. 1: 01/01/04 – 09/30/04	\$1,710,561	25.7%
BASE YR. 2: 10/01/04 – 09/30/05	\$2,340,047	26.0%
BASE YR. 3: 10/01/05 – 09/30/06	\$2,400,889	26.0%
1 ST OPTION: 10/01/06 – 09/30/07	\$2,463,312	26.0%
2 ND OPTION: 10/01/07 – 09/30/08	\$2,527,358	26.1%
3 RD OPTION: 10/01/08 – 09/30/09	\$2,593,069	26.1%
4 TH OPTION: 10/01/09 – 09/30/10	\$2,660,489	26.1%
5 TH OPTION: 10/01/10 – 09/30/11	\$2,729,662	26.2%
6 TH OPTION: 10/01/11 – 09/30/12	\$2,800,633	26.2%
7 TH OPTION: 10/01/12 – 09/30/13	\$2,873,449	26.2%

- C.3. Estimated dollar value and percentage of subcontracting to historically underutilized business zones small business (HUBZone) concerns is:

SUBCONTRACTING TO HUBZONE SMALL BUSINESS CONCERNS (HUBZONE)		
None		
CONTRACT YEAR	Subcontract Dollars	Subcontract Percentage
TRANSITION: 11/03/03 – 12/31/03	\$0	0%
BASE YR. 1: 01/01/04 – 09/30/04	\$0	0%
BASE YR. 2: 10/01/04 – 09/30/05	\$0	0%

BASE YR. 3: 10/01/05 – 09/30/06	\$0	0%
1 ST OPTION: 10/01/06 – 09/30/07	\$0	0%
2 ND OPTION: 10/01/07 – 09/30/08	\$0	0%
3 RD OPTION: 10/01/08 – 09/30/09	\$0	0%
4 TH OPTION: 10/01/09 – 09/30/10	\$0	0%
5 TH OPTION: 10/01/10 – 09/30/11	\$0	0%
6 TH OPTION: 10/01/11 – 09/30/12	\$0	0%
7 TH OPTION: 10/01/12 – 09/30/13	\$0	0%

- C.4. Estimated dollar value and percentage of subcontracting to veteran owned small business (VOSB) concerns (includes service disabled veteran owned small business concerns (SDVOSB)) is:

SUBCONTRACTING TO VETERAN OWNED SMALL BUSINESS CONCERNS (VOSB) NONE		
CONTRACT YEAR	Subcontract Dollars	Subcontract Percentage
TRANSITION: 11/03/03 – 12/31/03	\$0	0%
BASE YR. 1: 01/01/04 – 09/30/04	\$0	0%
BASE YR. 2: 10/01/04 – 09/30/05	\$0	0%
BASE YR. 3: 10/01/05 – 09/30/06	\$0	0%
1 ST OPTION: 10/01/06 – 09/30/07	\$0	0%
2 ND OPTION: 10/01/07 – 09/30/08	\$0	0%
3 RD OPTION: 10/01/08 – 09/30/09	\$0	0%
4 TH OPTION: 10/01/09 – 09/30/10	\$0	0%
5 TH OPTION: 10/01/10 – 09/30/11	\$0	0%
6 TH OPTION: 10/01/11 – 09/30/12	\$0	0%
7 TH OPTION: 10/01/12 – 09/30/13	\$0	0%

C.4.a. Estimated dollar value and percentage of subcontracting to service disabled veteran owned small business concerns (SDVOSB) is:

SUBCONTRACTING TO SERVICE DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (SDVOSB)		
NONE		
CONTRACT YEAR	Subcontract Dollars	Subcontract Percentage
TRANSITION: 11/03/03 – 12/31/03	\$0	0%
BASE Yr. 1: 01/01/04 – 09/30/04	\$0	0%
BASE Yr. 2: 10/01/04 – 09/30/05	\$0	0%
BASE Yr. 3: 10/01/05 – 09/30/06	\$0	0%
1 ST OPTION: 10/01/06 – 09/30/07	\$0	0%
2 ND OPTION: 10/01/07 – 09/30/08	\$0	0%
3 RD OPTION: 10/01/08 – 09/30/09	\$0	0%
4 TH OPTION: 10/01/09 – 09/30/10	\$0	0%
5 TH OPTION: 10/01/10 – 09/30/11	\$0	0%
6 TH OPTION: 10/01/11 – 09/30/12	\$0	0%
7 TH OPTION: 10/01/12 – 09/30/13	\$0	0%

D. Products and/or services to be subcontracted under this contract, and the types of businesses supplying them, are: (Check all that apply.)

PRODUCTS/SERVICES AND BUSINESS SIZE							
PRODUCT/ SERVICE	NAICS CODE	LARGE	SB	SDB	WOSB	hubzone	VOSB
Medical Services				XXX	XXX		
Info. Tech.			XXX				

D.1. Method of Developing Goals

The goals are based upon an analysis of contractual requirements, the availability of qualified resources, and the efficient performance of the contract. To develop the proposed goals set forth in this small business plan, the Subcontract Administrator and the Program Manager, remaining consistent with known intent of the Client to support small business objectives to establish potential areas of work to be subcontracted, reviewed the scope of the technical effort.

D.2. Method of Identifying Product & Service Areas to be Subcontracted

To establish potential areas of work to be subcontracted, the Subcontract Administrator and the Program Manager reviewed the scope of the technical effort. Two separate methodologies were

used for identifying products and service areas to be subcontracted. The first was to establish Teaming Agreements with firms that complement CSC capabilities in order to provide the best possible technical solution for the customer. The second was to use CSC vendor and outside source lists of SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns to identify those with the qualifications to perform the services required.

D.3. Determination of Capabilities of SB/SDB/WOSB/HUBZone/VOSB/SDVOSB

Once the areas to be subcontracted were identified, and potential subcontractors defined, past performance history was checked and interviews held to confirm that their management and skill set match the requirements. CSC utilizes Dunn and Bradstreet summaries to determine financial capability of these firms to perform once a subcontract is awarded. CSC also consults current lists of suspended and debarred companies to ensure that none are listed.

D.4. Source Identification

CSC maintains a categorized list of potential suppliers with separate identification of SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns. CSC encourages adequate and timely consideration of the potentialities of participant firms. Where CSC's list of potential subcontractors includes a large number of SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns, reasonable effort is made to allow, as many as practicable, the opportunity to compete. Historically Black Colleges and Universities may/will be contacted to establish their capabilities as they relate to CSC's needs.

In addition to the data contained in CSC's internal listings and directories, CSC procurement personnel use many outside directories, such as the Small Business Administration's database of small businesses (PRO-net). CSC's procurement personnel identify qualified SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns through the CSC vendor lists, written representations submitted by the potential subcontractor, and self-initiated action to expand the supplier base. All SB/SDB/WOSB/HUBZone/VOSB/SDVOSB firms must be evaluated, proven qualified, and then selected through competitive bidding or negotiated process.

- E. This plan does not include a proportionate share of products, services, etc., whose costs are normally allocated as indirect or overhead costs.

3. PROGRAM ADMINISTRATOR

Responsibility for the administration and implementation of the Small Business, Small Disadvantaged Business, Women-Owned Small Business, Historically Underutilized Business Zone Small Business, Veteran Owned Small Business and Service Disabled Veteran Owned Small Business Programs for CSC is vested in our Small Business Liaison Officer (SBLO). Additionally, the Program Manager and Contracts Administrator listed below have responsibilities as described in Sections 3.2 and 3.3 respectively.

	SMALL BUSINESS LIAISON OFFICER	PROGRAM MANAGER	CONTRACT ADMINISTRATOR
NAME	Addie Olsen	Martin Zizzi	Lizabeth T. Smillie
ADDRESS	45245 Business Court Sterling, VA 20166	11710 Plaza America Drive Reston, VA 20190	11710 Plaza America Drive Reston, VA 20190
TELEPHONE NO.	703.736.3773	703.261.4767	703.261.5378
FAX NUMBER	703.318.2980	703.261.5073	703.261.5073
E-MAIL ADDRESS	aolsen@csc.com	mzizzi@csc.com	lsmillie@csc.com

3.1. Small Business Liaison Officer

This individual's duties include, but are not limited to, the following:

- A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns.
- B. Developing and maintaining bidders' lists of SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns from all possible sources.
- C. Encouraging periodic rotation of potential subcontractors on bidders' lists.
- D. Encouraging the procurement staff to solicit SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns in conformance with CSC Procurement policies so that identified participants have an equitable opportunity to compete and adequate time for preparing quotes. Establishing quantities, specifications, and delivery schedules to facilitate the maximum practicable participation by such concerns.
- E. Ensuring that provisions for utilization of small business concerns are included in subcontracts, as required by federal regulations.
- F. Ensuring that subcontract solicitations are reviewed to remove language that might tend to restrict or prohibit SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concern participation.
- G. Ensuring that "make-or-buy" decisions include adequate and timely consideration of the potentialities of SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns in accordance with solicitation evaluation criteria.
- H. Overseeing the establishment and maintenance of contract and subcontract award records.
- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

- J. Directly or indirectly counseling SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns in the techniques of bid preparation as appropriate.
- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.
- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
- M. Developing and maintaining an incentive program for buyers, which supports the subcontracting program.
- N. Conducting periodic reviews of the progress of the plan with CSC program/division management and suggesting adjustments as necessary to achieve the subcontract plan goals.
- O. Preparing and submitting timely reports.
- P. Co-ordinating the company's activities during compliance reviews by Federal agencies.

3.2. Program Manager

This individual's duties include, but are not limited to, the following:

- A. Ensure that "make-or-buy" decisions include adequate and timely consideration of the potentialities of SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns.
- B. Ensure that bidder lists for competitively bid items include SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns when such capability exists.
- C. Assist SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns by coordinating program requirements for bid response time, specifications, delivery quantities and schedules to allow maximum participation without jeopardizing program commitments.
- D. Conduct periodic reviews of the progress of the plan with CSC program/division management.

3.3. Contracts Administrator

This individual's duties include, but are not limited to, the following:

- A. Ensure that all applicable clauses are flowed down to subcontractors.
- B. Ensure that all subcontractors submit subcontracting reports on a timely basis.

- C. Advise Program Managers regarding all contractual requirements to consider SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns. Prepare and submit all subcontracting plans as required.

4. **EQUITABLE OPPORTUNITY**

In accordance with FAR 19.704(a)(3) and to ensure that SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns have an equitable opportunity to compete for subcontracts, the following activities will be conducted:

A. Outreach efforts to obtain sources:

- Contacting minority and small business trade associations;
- Contacting business development organizations;
- Requesting sources from the Small Business Administration's Internet based Procurement database (PRO-net); and
- Attending SB/SDB/WOSB/HUBZone/VOSB/SDVOSB procurement conferences and trade fairs.

B. Internal efforts to guide and encourage purchasing personnel:

- Presenting workshops, seminars and training programs;
- Establishing, maintaining and using SB/SDB/WOSB/HUBZone/VOSB/SDVOSB source lists, guides and other data for soliciting subcontracts; and
- Monitoring activities to evaluate compliance with the subcontracting plan.

C. Additional efforts:

- Establishment and maintenance of a Small Business Program Advisory Council;
- Support community organizations that work to increase opportunities for small, minority and women-owned businesses;
- Advise SB/WOSB/SDB/HUBZone/VOSB/SDVOSB concerns about how to conduct business with CSC and refer them to appropriate staff;
- Provide CSC and community resource information to SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns; and
- Develop formal and informal mentoring relationships with SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns.

5. **CLAUSE INCLUSION AND FLOW DOWN**

CSC will ensure that all subcontracts issued under a U.S. government prime contract or subcontract containing FAR Clause 52.219-9, which offer further subcontracting opportunities, shall include FAR Clause 52.219-8.

CSC will further ensure that all subcontracts issued to other than small businesses under a U.S. government prime contract or subcontract containing FAR Clause 52.219-9 shall include the following clause:

"As prescribed in FAR Subpart 19.301(d), the U.S. Federal government may impose a penalty against any firm misrepresenting their status as a small business, small disadvantaged business, women owned small business, HUBZone small business, veteran owned small business or service disabled veteran owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in a CSC subcontracting plan."

Finally, CSC will ensure that prior to the award of any subcontract in excess of \$500,000 (\$1M for construction) issued to other than a small business under a U.S. government prime contract or subcontract containing FAR Clause 52.219-9, the concern adopts and submits a subcontracting plan similar to the plan developed by CSC and agrees to submit Standard Form 294, Subcontracting Reports for Individual Contracts, and Standard Form 295, Summary Subcontract Report.

6. REPORTING AND COOPERATION

CSC will (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Report, in accordance with the instructions on the forms; and (4) ensure that subcontractors agree to submit SF 294 and SF 295.

7. RECORDKEEPING

CSC will maintain records to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- A. SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concern source lists, guides, and other data identifying such vendors.
- B. Organizations contacted for SB/SDB/WOSB/HUBZone/VOSB/SDVOSB sources.
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether veteran owned small business concerns were solicited, and if not, why not; (6) whether service disabled veteran owned small business concerns were solicited, and if not, why not; and (7) if applicable the reasons for the failure of small business concerns to receive the subcontract award.

- D. Records to support other outreach efforts, for example, contacts with minority and small business trade associations and attendance at SB/SDB/WOSB/HUBZone/VOSB/SDVOSB procurement conferences and trade fairs.
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, for example, workshops, seminars, training programs, and incentive awards; and (2) monitor activities to evaluate compliance.
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor.

8. **TIMELY PAYMENTS TO SUBCONTRACTORS**

CSC has established procedures to ensure the timely payment of amounts due pursuant to the terms of the subcontracts with SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns.

9. **DESCRIPTION OF GOOD FAITH EFFORT**

CSC intends to use all reasonable and good faith efforts (as described in this Plan) to award the stated percentages of the final actual subcontract base amount with SB/SDB/WOSB/HUBZone/VOSB/SDVOSB firms. The following steps shall be taken.

- A. Issue and promulgate company-wide policy statements in support of the SB/SDB/WOSB/HUBZone/VOSB/SDVOSB effort, develop written procedures and work instructions, and assign specific responsibilities regarding requirements of the applicable Public Law.
- B. Review specific procurement actions for possible acquisition from eligible SB/SDB/WOSB/HUBZone/VOSB/SDVOSB firms.
- C. Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress and establishment of overall corporate and divisional goals and objectives.
- D. Train and motivate CSC personnel regarding the need for the support of SB/SDB/WOSB/HUBZone/VOSB/SDVOSB firms.
- E. Assist SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate participation and enable these firms to fairly compete.
- F. Counsel and discuss subcontracting opportunities with representatives of SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns.
- G. Execute Service Agreements, Teaming Agreements, and Basic Ordering Agreements with qualified SB/SDB/WOSB/HUBZone/VOSB/SDVOSB firms, as required, in an

- attempt to assure availability and usage of SB/SDB/WOSB/HUBZone/VOSB/SDVOSB subcontractor personnel to support CSC's work efforts when required.
- H. Make available specifications, drawings, and other relevant data so that qualified, known SB/SDB/WOSB/HUBZone/VOSB/SDVOSB firms have an equal opportunity in preparing bids.
- I. Establish and maintain a categorized list of potential subcontractors with separate identification of SB/SDB/WOSB/HUBZone/VOSB/SDVOSB concerns.

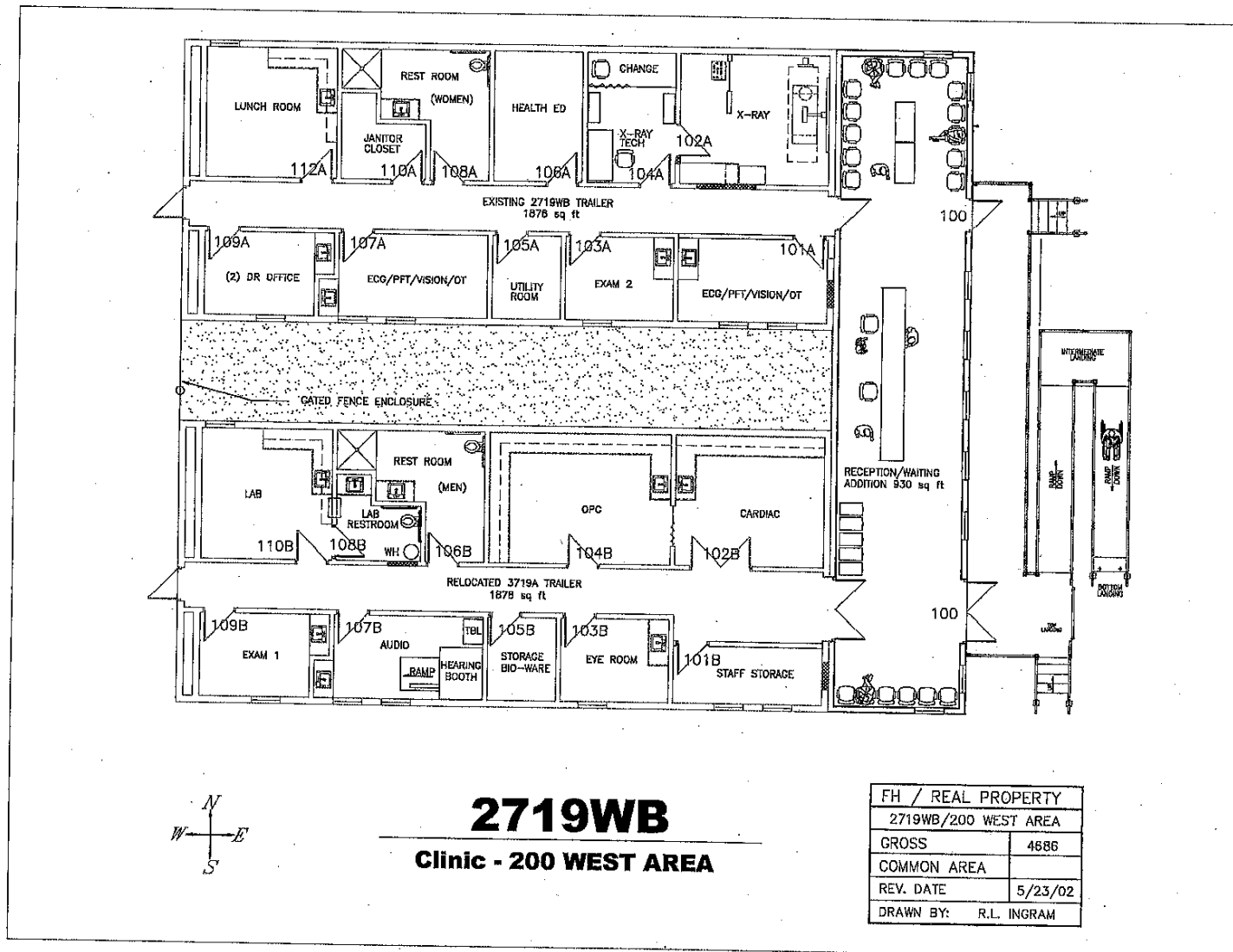


Figure J.3-1: 200 West Health Care Center Floor Plan

J.7 List of Applicable Directives

The Directives listed below can be obtained from the following websites:

DOE Directives: <http://www.directives.doe.gov/>

DOE-RL CRD Supplements: <http://rims.rl.gov/ch001013.htm>

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
RRD 002	The Department of Energy Richland Operations Office (RL) Software Quality Assurance Requirement Document (SQARD)	Rev 0, February 2002	N/A
DOE-RL 94-02	Hanford Emergency Response Plan	Current Version	N/A
CRD DOE O 110.3	Conference Management	05/08/00	N/A*
CRD DOE O 130.1	Budget Formulation Process	09/29/95	None
CRD DOE N 142.1	Unclassified Foreign Visits and Assignments	07/14/99	Rev 0
CRD DOE O 151.1A	Comprehensive Emergency Management System	11/01/00	None
CRD DOE O 200.1	Information Management Program	09/30/96	Rev 1
CRD DOE N 205.1	Unclassified Cyber Security Program	07/26/99	Rev 0
CRD DOE N 205.2	Foreign National Access to DOE Cyber Systems	11/01/99	None
CRD DOE N 205.3	Password Generation, Protection, and Use	11/23/99	None
CRD DOE N 205.4	Handling Cyber Security Alerts and Advisories and Reporting Cyber Security Incidents	03/18/02	Rev 0
CRD DOE O 221.1	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	03/22/01	None
CRD DOE O 221.2	Cooperation With the Office of Inspector General	03/22/01	None
DOE - 0223	RL Emergency Implementing Procedures	Current Version	N/A
CRD DOE O 225.1A	Accident Investigations	11/26/97	None
CRD DOE O 231.1, Ch 1-2	Environment, Safety, and Health Reporting	09/30/95	None
CRD DOE O 232.1A	Occurrence Reporting and Processing of Operations Information	07/21/97	Rev 0
CRD DOE O 241.1A	Scientific and Technical Information Management	04/09/01	None
CRD DOE O 251.1A	Directives System	01/30/98	None
CRD DOE O 413.1A	Management Control Program	04/18/02	None

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
CRD DOE O 414.1A, Ch 1	Quality Assurance	07/12/01	None
CRD DOE O 420.1A	Facility Safety	05/20/02	Rev 0
CRD DOE O 440.1A	Worker Protection Management for DOE Federal and Contractor Employees	03/27/98	None
CRD DOE O 442.1A	Department of Energy Employee Concerns Program	06/06/01	Rev 1
CRD DOE O 443.1	Data Protection Board for Human Subjects Research	05/15/00	None
CRD DOE N 450.4	Assignment of Responsibilities for Executive Order 13148, Greening of the Government Through Leadership in Environmental Management	02/05/01	None
CRD DOE O 470.1, Ch 1	Safeguards and Security Program	09/28/95	Rev 1
CRD DOE O 470.2B	Independent Oversight and Performance Assurance Program	10/31/02	Rev 0
CRD DOE M 471.2-1B	Classified Matter Protection and Control Manual	01/06/99	Rev 1
CRD DOE M 471.2-1C	Classified Matter Protection and Control Manual	04/17/01	Rev 0
CRD DOE O 471.2A	Information Security Program	03/27/97	Rev 1
CRD DOE N 471.3	Reporting Incidents of Security Concern	04/13/01	Rev 0
CRD DOE O 472.1B	Personnel Security Activities	03/24/97	None
CRD DOE O 481.1B	Work For Others (Non-Department of Energy Funded Work)	09/28/01	Rev 0
CRD DOE O 534.1A	Accounting	07/05/01	Rev 0
CRD DOE O 551.1A	Official Foreign Travel	08/25/00	Rev 1
DOE O 1220.1A, Ch 1	Congressional and Intergovernmental Affairs	04/09/92	N/A
DOE O 1230.2	American Indian Tribal Government Policy	04/08/92	N/A
DOE O 1340.1B	Management of Public Communications Publications, and Scientific, Technical and Engineering Publications	01/07/93	N/A
DOE O 1350.1, Ch 1	Audiovisual and Exhibits Management	10/28/81	N/A
DOE O 2110.1A, Ch 1-2	Pricing of Departmental Materials and Services	07/14/88	N/A
DOE O 3790.1B (Chapter 8 only)	Federal Employee Occupational Safety and Health Program	01/07/93	N/A
DOE O 5400.1, Ch 1	General Environmental Protection Program	06/29/90	N/A

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
DOE O 5400.5, Ch 1-2	Radiation Protection of the Public and the Environment	02/08/90	N/A
DOE O 5480.4, Ch 1-4	Environmental Protection, Safety, and Health Protection Standards	05/15/84	N/A
CRD DOE M 5632.1C-1, Ch 1	Manual for Protection and Control of Safeguards and Security Interests	04/10/96	Rev 2
DOE O 5632.1C	Protection and Control of Safeguards and Security Interests	07/15/94	N/A
DOE O 5670.3	Counterintelligence Program	09/04/92	N/A
EO 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	N/A	N/A

* CRD DOE O 110.3 (Conference Management) can be found at <http://rims.rl.gov/rm/crd/sc00t013.htm>.

J.8 Management and Administration of Existing Hanford Occupational Medical Contractor Pension Plan

a. With respect to the pension plan, the parties agree as follows:

1. Management and administration of the Plan -- Costs of employer contributions incurred under the terms of the Plan and costs incurred in the course of management and administration of the Plan are allowable to the extent approved by the Contracting Officer. The Plan assets shall be actively managed. At DOE's request, the Contractor shall provide an itemization of costs incurred for administration. The Plan fund, not the Contractor, shall be liable for costs incurred in the course of administration.
2. The Contractor will provide to DOE copies of the following annual reports:
 - i. Actuarial Valuation Reports: The annual actuarial valuation report for each DOE-reimbursed pension plan. When a pension plan is commingled, the contractor shall submit separate reports for DOE's portion and the plan total..
 - ii. Forms 5500: Copies of IRS Forms 5500 with schedules for each DOE-funded pension plan.
 - iii. Forms 5300: Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan.
3. Actuarial gains and losses developed by annual valuations will be taken into account for purposes of establishing contributions to the Plan as soon as reasonably possible and consistent with requirements of the Employee Retirement Income Security Act (ERISA) of 1974, amendments thereto, and any other applicable laws.
4. The aggregate annual contribution to the pension fund may range from the minimum specified by the Internal Revenue Code (IRC) Section 412(b) to the amount necessary to fully fund the year-end expected current liability. However, the aggregate annual contribution to the Plan shall be no greater than the tax-deductible limit specified by the IRC Section 404. The contributions will be based on the actuarial valuation, as determined by the ERISA, as amended valuation for the most recent plan year. The fund shall be a trust.
5. If the Contractor and DOE agree to terminate the defined benefit pension plan, the provisions of Sections b. and c. below will apply. Any excess assets available after termination of the plan and satisfaction of all plan liabilities shall revert to DOE.
6. Unless otherwise required by federal law or resulting from the collective bargaining process, no amendment to the pension plan shall result in allowable costs under this contract if the adoption date of such amendment is later than twelve (12) months before the termination or expiration date of the Contract.

b. Actions Required at Contract Termination or Expiration:

1. No Replacement Contractor -- If this contract expires or terminates without a replacement contractor, the Contractor will continue as plan sponsor of the existing pension plan and any welfare benefit plans covering Hanford occupational medical personnel with

responsibility for management and administration of the plan and plan assets, as directed by DOE, at DOE's sole discretion, on a funding basis acceptable to DOE. The plan assets shall be actively managed. DOE and the Contractor shall meet to determine the ultimate disposition of all pension, post-retirement welfare, and post-employment plans. During the final 18 months of this contract, the Contracting Officer shall provide written direction to the contractor(s) regarding all post-contract pension and welfare benefit plans.

2. Replacement Contractor Situation -- In the event of reassignment of all or a portion of the Contractor's work under this contract to a replacement Contractor(s) or upon termination or expiration of said contract followed by a replacement Contractor(s), the Contractor will assist DOE in the necessary arrangements for the replacement Contractor(s) to take over the Plan, plan assets and plan liabilities. Such arrangements shall include preserving for these employees their accrued pension benefit and vesting service time under the Contract by carrying forward Contractor pension service time to the replacement Contractor. Granting of such service credits shall not result in duplicate benefits for the same service time.
3. Determination of Contract Service Pension Plan Assets and Liabilities
 - i. Contract Service Assets -- Contract Service Assets shall be determined in accordance with subsection J.8.a.2.i. above and shall include all assets attributable to DOE-funded employer contributions (including investment earnings thereon) and the employee accumulations (including investment earnings thereon) determined at current market value until the date of payment or transfer.
 - ii. Liabilities for Present and Future Benefits -- The Contractor's actuary shall quantify liabilities for employee plan benefits as of the contract termination or expiration date.
- c. Financial Requirements -- Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or spin-off shall be placed in short-term investment funds from a date stipulated by the Contracting Officer until the actual date of funds transfer.
- d. Special Programs -- The Contractor shall request DOE prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit. Such costs are unallowable until specifically approved by the Contracting Officer.

J.9 Service Contract Act Wage Determination No. 1994-2569, Revision No. 15, June 27, 2001

The following 11 pages constitute this attachment.

Page 1 of 11

****Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing****

OCCUPATION CODE AND TITLE

ADMINISTRATIVE SUPPORT AND CLERICAL:	MINIMUM HOURLY WAGE
Accounting Clerk I	\$ 8.99
Accounting Clerk II	\$ 9.83
Accounting Clerk III	\$ 11.39
Accounting Clerk IV	\$ 14.88
Court Reporter	\$ 11.23
Dispatcher, Motor Vehicle	\$ 11.36
Document Preparation Clerk	\$ 9.40
Duplicating Machine Operator	\$ 9.40
Film/Tape Librarian	\$ 10.04
General Clerk I	\$ 7.33
General Clerk II	\$ 8.16
General Clerk III	\$ 9.56
General Clerk IV	\$ 10.72
Housing Referral Assistant	\$ 15.25
Key Entry Operator I	\$ 9.15
Key Entry Operator II	\$ 9.99
Messenger (Courier)	\$ 7.21
Order Clerk I	\$ 8.95
Order Clerk II	\$ 10.74
Personnel Assistant (Employment) I	\$ 10.09
Personnel Assistant (Employment) II	\$ 11.33
Personnel Assistant (Employment) III	\$ 12.67
Personnel Assistant (Employment) IV	\$ 15.12
Production Control Clerk	\$ 13.40
Rental Clerk	\$ 10.04
Scheduler, Maintenance	\$ 11.43
Secretary I	\$ 11.43
Secretary II	\$ 12.78
Secretary III	\$ 15.25
Secretary IV	\$ 17.09
Secretary V	\$ 18.91
Service Order Dispatcher	\$ 11.55
Stenographer I	\$ 9.34
Stenographer II	\$ 11.25
Supply Technician	\$ 17.09
Survey Worker (Interviewer)	\$ 11.23
Switchboard Operator-Receptionist	\$ 9.36
Test Examiner	\$ 12.78
Test Proctor	\$ 12.78

WAGE DETERMINATION NO.: 1994-2569 (Rev. 15), ISSUE DATE: 06/27/2001, Page 2 of 11

Travel Clerk I	\$	10.61
Travel Clerk II	\$	11.17
Travel Clerk III	\$	11.86
Word Processor I	\$	9.78
Word Processor II	\$	10.98
Word Processor III	\$	12.28

AUTOMATIC DATA PROCESSING OCCUPATIONS

Computer Data Librarian	\$	9.14
Computer Operator I	\$	10.51
Computer Operator II	\$	12.97
Computer Operator III	\$	16.40
Computer Operator IV	\$	18.96
Computer Operator V	\$	20.34
Computer Programmer I (1)	\$	15.71
Computer Programmer II (1)	\$	18.55
Computer Programmer III (1)	\$	22.00
Computer Programmer IV (1)	\$	27.12
Computer Systems Analyst I (1)	\$	19.54
Computer Systems Analyst II (1)	\$	22.93
Computer Systems Analyst III (1)	\$	24.62
Peripheral Equipment Operator	\$	11.17

AUTOMOTIVE SERVICE OCCUPATIONS

Automotive Body Repairer, Fiberglass	\$	18.71
Automotive Glass Installer	\$	16.84
Automotive Worker	\$	16.84
Electrician, Automotive	\$	17.78
Mobile Equipment Servicer	\$	14.95
Motor Equipment Metal Mechanic	\$	18.71
Motor Equipment Metal Worker	\$	16.84
Motor Vehicle Mechanic	\$	18.71
Motor Vehicle Mechanic Helper	\$	14.00
Motor Vehicle Upholstery Worker	\$	15.88
Motor Vehicle Wrecker	\$	16.84
Painter, Automotive	\$	17.78
Radiator Repair Specialist	\$	16.84
Tire Repairer	\$	14.44
Transmission Repair Specialist	\$	18.71

FOOD PREPARATION AND SERVICE OCCUPATIONS

Baker	\$	15.66
Cook I	\$	13.97
Cook II	\$	15.66
Dishwasher	\$	9.89

WAGE DETERMINATION NO.: 1994-2569 (Rev. 15), ISSUE DATE: 06/27/2001, Page 3 of 11

Food Service Worker	\$	9.89
Meat Cutter	\$	15.66
Waiter/Waitress	\$	11.04

FURNITURE MAINTENANCE AND REPAIR OCCUPATIONS

Electrostatic Spray Painter	\$	17.78
Furniture Handler	\$	11.71
Furniture Refinisher	\$	17.78
Furniture Refinisher Helper	\$	14.00
Furniture Repairer, Minor	\$	15.88
Upholsterer	\$	17.78

GENERAL SERVICES AND SUPPORT OCCUPATIONS

Cleaner, Vehicles	\$	9.89
Elevator Operator	\$	9.89
Gardener	\$	13.97
House Keeping Aid I	\$	8.76
House Keeping Aid II	\$	9.89
Janitor	\$	9.89
Laborer, Grounds Maintenance	\$	11.04
Maid or Houseman	\$	8.77
Pest Controller	\$	14.77
Refuse Collector	\$	9.89
Tractor Operator	\$	13.21
Window Cleaner	\$	11.04

HEALTH OCCUPATIONS

Dental Assistant	\$	12.20
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	\$	11.09
Licensed Practical Nurse I	\$	10.02
Licensed Practical Nurse II	\$	11.24
Licensed Practical Nurse III	\$	12.57
Medical Assistant	\$	11.24
Medical Laboratory Technician	\$	11.24
Medical Record Clerk	\$	11.24
Medical Record Technician	\$	13.54
Nursing Assistant I	\$	7.30
Nursing Assistant II	\$	8.20
Nursing Assistant III	\$	8.95
Nursing Assistant IV	\$	10.04
Pharmacy Technician	\$	12.19
Phlebotomist	\$	11.24
Registered Nurse I	\$	15.57
Registered Nurse II	\$	19.06
Registered Nurse II, Specialist	\$	19.06

WAGE DETERMINATION NO.: 1994-2569 (Rev. 15), ISSUE DATE: 06/27/2001, Page 4 of 11

Registered Nurse III	\$	23.06
Registered Nurse III, Anesthetist	\$	23.06
Registered Nurse IV	\$	27.62

INFORMATION AND ARTS OCCUPATIONS

Audiovisual Librarian	\$	14.81
Exhibits Specialist I	\$	12.83
Exhibits Specialist II	\$	15.31
Exhibits Specialist III	\$	16.80
Illustrator I	\$	12.83
Illustrator II	\$	15.31
Illustrator III	\$	16.80
Librarian	\$	19.10
Library Technician	\$	11.23
Photographer I	\$	11.95
Photographer II	\$	15.35
Photographer III	\$	16.80
Photographer IV	\$	18.64
Photographer V	\$	20.69

LAUNDRY, DRY CLEANING, PRESSING AND RELATED OCCUPATIONS

Assembler	\$	7.92
Counter Attendant	\$	7.92
Dry Cleaner	\$	9.11
Finisher, Flatwork, Machine	\$	7.92
Presser, Hand	\$	7.92
Presser, Machine, Drycleaning	\$	7.92
Presser, Machine, Shirts	\$	7.92
Presser, Machine, Wearing Apparel, Laundry	\$	7.92
Sewing Machine Operator	\$	10.80
Tailor	\$	11.52
Washer, Machine	\$	8.64

MACHINE TOOL OPERATION AND REPAIR OCCUPATIONS

Machine-Tool Operator (Toolroom)	\$	17.78
Tool and Die Maker	\$	21.55

MATERIAL HANDLING AND PACKING OCCUPATIONS

Forklift Operator	\$	10.52
Fuel Distribution System Operator	\$	14.96
Material Coordinator	\$	12.51
Material Expediter	\$	12.51
Material Handling Laborer	\$	9.23
Order Filler	\$	11.28

WAGE DETERMINATION NO.: 1994-2569 (Rev. 15), ISSUE DATE: 06/27/2001, Page 5 of 11

Production Line Worker (Food Processing)	\$	12.34
Shipping Packer	\$	10.30
Shipping/Receiving Clerk	\$	10.65
Stock Clerk (Shelf Stocker; Store Worker II)	\$	10.30
Store Worker I	\$	9.17
Tools and Parts Attendant	\$	11.45
Warehouse Specialist	\$	12.76

MECHANICS AND MAINTENANCE AND REPAIR OCCUPATIONS

Aircraft Mechanic	\$	18.66
Aircraft Mechanic Helper	\$	14.00
Aircraft Quality Control Inspector	\$	19.68
Aircraft Servicer	\$	15.88
Aircraft Worker	\$	16.84
Appliance Mechanic	\$	17.78
Bicycle Repairer	\$	14.44
Cable Splicer	\$	18.71
Carpenter, Maintenance	\$	17.78
Carpet Layer	\$	16.84
Electrician, Maintenance	\$	18.71
Electronics Technician, Maintenance I	\$	15.23
Electronics Technician, Maintenance II	\$	18.64
Electronics Technician, Maintenance III	\$	19.62
Fabric Worker	\$	15.88
Fire Alarm System Mechanic	\$	18.71
Fire Extinguisher Repairer	\$	14.95
Fuel Distribution System Mechanic	\$	18.71
General Maintenance Worker	\$	16.84
Heating, Refrigeration and Air Conditioning Mechanic	\$	18.71
Heavy Equipment Mechanic	\$	18.71
Heavy Equipment Operator	\$	16.64
Instrument Mechanic	\$	18.71
Laborer	\$	9.89
Locksmith	\$	17.78
Machinery Maintenance Mechanic	\$	18.71
Machinist, Maintenance	\$	18.71
Maintenance Trades Helper	\$	14.00
Millwright	\$	18.71
Office Appliance Repairer	\$	17.78
Painter, Aircraft	\$	17.78
Painter, Maintenance	\$	17.78
Pipefitter, Maintenance	\$	21.52
Plumber, Maintenance	\$	20.45
Pneudraulic Systems Mechanic	\$	18.71
Rigger	\$	18.71
Scale Mechanic	\$	16.84
Sheet-Metal Worker, Maintenance	\$	18.71

WAGE DETERMINATION NO.: 1994-2569 (Rev. 15), ISSUE DATE: 06/27/2001, Page 6 of 11

Small Engine Mechanic	\$	16.84
Telecommunication Mechanic I	\$	18.71
Telecommunication Mechanic II	\$	19.68
Telephone Lineman	\$	18.71
Welder, Combination, Maintenance	\$	18.71
Well Driller	\$	18.71
Woodcraft Worker	\$	18.71
Woodworker	\$	14.95

MISCELLANEOUS OCCUPATIONS

Animal Caretaker	\$	12.19
Carnival Equipment Operator	\$	13.21
Carnival Equipment Repairer	\$	14.11
Carnival Worker	\$	9.89
Cashier	\$	8.22
Desk Clerk	\$	9.13
Embalmer	\$	16.57
Lifeguard	\$	9.02
Mortician	\$	16.57
Park Attendant (Aide)	\$	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$	8.14
Recreation Specialist	\$	12.64
Recycling Worker	\$	13.08
Sales Clerk	\$	9.36
School Crossing Guard (Crosswalk Attendant)	\$	9.89
Sport Official	\$	8.14
Survey Party Chief (Chief of Party)	\$	15.49
Surveying Aide	\$	9.73
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$	13.32
Swimming Pool Operator	\$	15.66
Vending Machine Attendant	\$	13.07
Vending Machine Repairer	\$	15.66
Vending Machine Repairer Helper	\$	13.07

PERSONAL NEEDS OCCUPATIONS

Child Care Attendant	\$	9.13
Child Care Center Clerk	\$	12.40
Chore Aid	\$	8.76
Homemaker	\$	12.64

PLANT AND SYSTEM OPERATION OCCUPATIONS

Boiler Tender	\$	18.71
Sewage Plant Operator	\$	20.45
Stationary Engineer	\$	18.71
Ventilation Equipment Tender	\$	18.71

WAGE DETERMINATION NO.: 1994-2569 (Rev. 15), ISSUE DATE: 06/27/2001, Page 7 of 11

Water Treatment Plant Operator	\$	16.10
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PROTECTIVE SERVICE OCCUPATIONS

Alarm Monitor	\$	11.43
Corrections Officer	\$	18.00
Court Security Officer	\$	19.14
Detention Officer	\$	18.00
Firefighter	\$	18.02
Guard I	\$	8.74
Guard II	\$	10.97
Police Officer	\$	23.61

STEVEDORING/LONGSHOREMEN OCCUPATIONS

Blocker and Bracer	\$	14.84
Hatch Tender	\$	14.84
Line Handler	\$	14.84
Stevedore I	\$	13.98
Stevedore II	\$	15.85

TECHNICAL OCCUPATIONS

Air Traffic Control Specialist, Center (2)	\$	27.00
Air Traffic Control Specialist, Station (2)	\$	18.62
Air Traffic Control Specialist, Terminal (2)	\$	20.50
Archeological Technician I	\$	13.21
Archeological Technician II	\$	14.77
Archeological Technician III	\$	18.30
Cartographic Technician	\$	21.05
Civil Engineering Technician	\$	18.30
Computer Based Training (CBT) Specialist/Instructor	\$	22.47
Drafter I	\$	10.63
Drafter II	\$	11.95
Drafter III	\$	15.35
Drafter IV	\$	18.30
Engineering Technician I	\$	13.26
Engineering Technician II	\$	14.88
Engineering Technician III	\$	17.97
Engineering Technician IV	\$	21.05
Engineering Technician V	\$	26.52
Engineering Technician VI	\$	35.66
Environmental Technician	\$	16.49
Flight Simulator/Instructor (Pilot)	\$	23.38
Graphic Artist	\$	19.54
Instructor	\$	17.16
Laboratory Technician	\$	14.26
Mathematical Technician	\$	18.31

WAGE DETERMINATION NO.: 1994-2569 (Rev. 15), ISSUE DATE: 06/27/2001, Page 8 of 11

Paralegal/Legal Assistant I	\$	12.15
Paralegal/Legal Assistant II	\$	15.01
Paralegal/Legal Assistant III	\$	16.72
Paralegal/Legal Assistant IV	\$	22.21
Photooptics Technician	\$	18.31
Technical Writer	\$	17.05
Unexploded (UXO) Safety Escort	\$	17.16
Unexploded (UXO) Sweep Personnel	\$	17.16
Unexploded Ordinance (UXO) Technician I	\$	17.16
Unexploded Ordinance (UXO) Technician II	\$	20.76
Unexploded Ordinance (UXO) Technician III	\$	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	\$	14.26
Weather Observer, Senior (3)	\$	15.85
Weather Observer, Upper Air (3)	\$	14.26

TRANSPORTATION/MOBILE EQUIPMENT OPERATION OCCUPATIONS

Bus Driver	\$	12.18
Parking and Lot Attendant	\$	8.05
Shuttle Bus Driver	\$	11.48
Taxi Driver	\$	10.80
Truckdriver, Heavy Truck	\$	14.35
Truckdriver, Light Truck	\$	11.48
Truckdriver, Medium Truck	\$	12.18
Truckdriver, Tractor-Trailer	\$	14.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 per hour or \$80.80 per week or \$350.13 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

WAGE DETERMINATION NO.: 1994-2569 (Rev. 15), ISSUE DATE: 06/27/2001, Page 9 of 11

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are full-time employed (40 hours per week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e., occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or

WAGE DETERMINATION NO.: 1994-2569 (Rev. 15), ISSUE DATE: 06/27/2001, Page 10 of 11

appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST OF AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

WAGE DETERMINATION NO.: 1994-2569 (Rev. 15), ISSUE DATE: 06/27/2001, Page 11 of 11

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.